IN THE UNITED STATES DISTRICT	COURT FOR THE EASTERN DISTRICT OF
PENN	JSYLVANIA
CHRISTINE M. THIERRY,	)
	) No. 5:21-CV-04421-JMG
Plaintiff	
vs.	)
RICHARD MARTIN,	)
	)
Defendant	)

#### DEFENDANT'S MOTION TO DISMISS THE PLAINTIFF'S AMENDED COMPLAINT

AND NOW, this 22nd day of December, 2021, before this Honorable Court comes the Defendant, Richard Martin, by and through his legal counsel, Sigmon & Sigmon, P.C., and files this Motion to Dismiss the Plaintiff's Amended Complaint pursuant to Rule 12 (b) (6) of the Federal Rules of Civil Procedure, and in support of said Motion cites the following:

- 1. On September 21, 2021, the Plaintiff, <u>pro se</u>, filed her Complaint in the above-captioned matter. See the attached Exhibit "A".
- 2. On September 27, 2021, the Defendant received a Waiver of Service of Summons Form from the Plaintiff.
- 3. On October 15, 2021, the Defendant mailed his signed Waiver of Service of Summons Form back to the Plaintiff, by first-class mail.
- 4. On July 26, 2021, the Plaintiff filed an Amended Complaint in the case of Christine M. Thierry, Plaintiff, vs. Richard Martin, Defendant, in the Court of Common Pleas of Northampton County, Pennsylvania, at Docket Number C-48-CV-2019-12041. See the attached Exhibit "B".
- 5. On August 2, 2021, the Defendant filed an Answer and New Matter in response to the Plaintiff's Amended Complaint in said Northampton County case.
- 6. The Plaintiff's filing of the instant action in this Court, at Docket Number 5:21-CV-04421-JMG, was done arbitrarily, vexatiously, and in bad faith.

- 7. The filing of the instant action in the United Stated Federal District Court by the Plaintiff was done solely to harass the Defendant, to cause unnecessary delay in the aforesaid Northampton County case, and to needlessly increase the cost of litigation for the Defendant.
- 8. The Plaintiff has intentionally, arbitrarily, and vexatiously violated the principle of "prior pending actions", by filing this Federal Court lawsuit some fifty-seven (57) days after filing her Amended Complaint in the aforesaid Northampton County litigation.
- 9. The sole purpose of the Plaintiff in filing the instant Federal Court lawsuit is to needlessly harass the Defendant, cause unnecessary delay, and to needlessly increase the Defendant's cost of litigation, and in particular, to needlessly increase money that the Defendant has had to spend in additional legal fees.
- 10. The Original Complaint filed by the Plaintiff in this Federal Court case is identical to the Amended Complaint filed by the Plaintiff in the Northampton County litigation.
- 11. It is obvious that the sole purpose of the Plaintiff, in filing this Federal Court lawsuit, is to arbitrarily and needlessly annoy, harass, vex, and bother the Defendant with additional legal fees and costs.
- 12. On December 8, 2021, the Plaintiff filed an Amended Complaint in this case. See the attached Exhibit "C".
- 13. The Amended Complaint filed by the Plaintiff in this case on December 8, 2021, is 100% identical, in every respect, to the original Complaint filed by the Plaintiff in this case on September 21, 2021.
- 14. Both the original Complaint and the Amended Complaint filed by the Plaintiff in this Federal Court case are identical as to every word, every paragraph, and every Exhibit.
- 15. It is manifestly clear that the sole purpose of the Plaintiff, in filing her Amended Complaint in this Federal Court case, was to arbitrarily and needlessly annoy, harass, vex, and bother the Defendant with additional legal fees and costs, in violation of Rule 11 (b) (1) of the Federal Rules of Civil Procedure.

WHEREFORE, the Defendant requests that this Honorable Court DISMISS the Plaintiff's Amended Complaint in this case, WITH PREJUDICE, at cost of the Plaintiff.

SIGMON & SIGMON, P.C.

BY:

Mark S. Sigmon, Esquire

Attorney for Defendant Richard Martin

Attorney I.D. No. 21656

146 East Broad Street

P.O. Box 1365

Bethlehem, PA 18016-1365

610-865-3404 (phone)

610-865-6295 (facsimile)

Mark@sigmon-sigmon.com

ce: Christine M. Thierry, Pro Se

The 95.2.1.5.V-04421-1MG. Document 1.4. Filed 12/22/21 Page 4 of 86. The 95.4 chiracolar method replacement is applicated the filing sides exceed preddings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS CHRISTINE THIERRY

DEFENDANTS RICHARD MARTIN

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER  $\operatorname{Pro}$  se

ATTORNEYS (IF KNOWN)

## Actions under statutes  ## Actions under stat	CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE) (DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)									
Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No [2] yes    If yes, was this case Vol.   Invol.   Dismissed. No   Yes   If yes, give date   & Case No.    STHIS ANINTEMATIONAL ABBITRATION CASE   No   X   Yes   NATURE OF SUIT  TORTS  CONTRACT   1100   INCLIDENCE   1300 ARPLANE   1300 ARPLA	28:1330 Breach of Con	tract								
BTHIS AN INTERNATIONAL ASSITTATION CASE  NO Y YES NATURE OF SUIT  TORTS  ACTIONS UNDER STATUTES  CONTRACT  PERSONAL INJURY 37 FIREL TRACASE 38 FIREL TR	Has this action, case, or p	proceeding, or one essent	tially the same been previo	ously filed in SDNY at any	Judg time? No ☑Yes ☐	e Previously Assigned				
CONTRACT FOR STATUTES  TORTS  ACTIONS UNDER STATUTES  ACTIONS UNDER STATUTES  CONTRACT FOR STATUTES  TORTS  ACTIONS UNDER STATUTES  CONTRACT FOR STATUTES  TORTS  ACTIONS UNDER STATUTES  TORTS  ACTIONS UNDER STATUTES  TORTS  TORTS  ACTIONS UNDER STATUTES  TORTS  TORTS  ACTIONS UNDER STATUTES  TORTS  TOR	If yes, was this case Vol Invol Dismissed. No Yes If yes, give date & Case No									
CONTRACT    130 MILER ADDRESS   1315 ARPLANE   1315	Is this an international arbitration case?  No 🗷 Yes 🗌									
110	(PLACE AN [x] IN ONE B	(PLACE AN [x] IN ONE BOX ONLY) NATURE OF SUIT								
1910   INSURANCE   1915 AIRPLANE PRODUCT   1916 AND PRODUCT   1916 A		TORTS			ACTIONS UNDER STATUTES					
REAL PROPERTY  [] 440 OTHER CIVIL RIGHTS (Non-Prisoner) [] 210 LAND [] 441 VOTING [] 442 EMPLOYMENT [] 443 HOUSING/ ACCOMMODATIONS [] 550 CIVIL RIGHTS [] 550 CIVIL RI	[ ] 110	[ ] 310 AIRPLANE [ ] 315 AIRPLANE PRODUCT LIABILITY [ ] 320 ASSAULT, LIBEL & SLANDER [ ] 330 FEDERAL EMPLOYERS' LIABILITY [ ] 340 MARINE [ ] 345 MARINE PRODUCT LIABILITY [ ] 350 MOTOR VEHICLE [ ] 355 MOTOR VEHICLE [ ] 355 MOTOR VEHICLE [ ] 360 OTHER PERSONAL INJURY [ ] 360 OTHER PERSONAL INJURY [ ] 362 PERSONAL INJURY- MED MALPRACTICE  ACTIONS UNDER STATUTES	[] 367 HEALTHCARE/ PHARMACEUTICAL PERSONAL INJURYPRODUCT LIABILITY PRODUCT LIABILITY PRODUCT LIABILITY [] 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY PERSONAL PROPERTY [] 370 OTHER FRAUD [] 371 TRUTH IN LENDING [] 380 OTHER PERSONAL PROPERTY DAMAGE PROPERTY DAMAGE [] 385 PROPERTY DAMAGE PRODUCT LIABILITY PRISONER PETITIONS [] 463 ALIEN DETAINEE [] 510 MOTIONS TO VACATE SENTENCE 28 USC 2255 [] 530 HABEAS CORPUS	[ ] 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881 [ ] 690 OTHER  PROPERTY RIGHTS [ ] 820 COPYRIGHTS [ ] 830 PATENT [ ] 835 PATENT-ABBREVIATED [ ] 840 TRADEMARK  LABOR [ ] 710 FAIR LABOR STANDARDS ACT [ ] 720 LABOR/MGMT RELATIONS [ ] 740 RAILWAY LABOR ACT [ ] 751 FAMILY MEDICAL LEAVE ACT (FMLA) [ ] 790 OTHER LABOR	[ ] 422 APPEAL 28 USC 158 [ ] 423 WITHDRAWAL 28 USC 157  NEW DRUG APPLICATION  SOCIAL SECURITY [ ] 861 HIA (1395ff) [ ] 862 BLACK LUNG (923) [ ] 863 DIWC/DIWW (405(g)) [ ] 864 SSID TITLE XVI [ ] 865 RSI (405(g))  FEDERAL TAX SUITS [ ] 870 TAXES (U.S. Plaintiff or Defendant)	[ ] 375 FALSE CLAIMS [ ] 376 QUI TAM [ ] 400 STATE REAPPORTIONMENT [ ] 410 ANTITRUST [ ] 430 BANKS & BANKING [ ] 450 COMMERCE [ ] 460 DEPORTATION [ ] 470 RACKETEER INFLU- ENCED & CORRUPT ORGANIZATION ACT (RICO) [ ] 480 CONSUMER CREDIT [ ] 490 CABLE/SATELLITE TV [ ] 850 SECURITIES/ COMMODITIES/ EXCHANGE [ ] 890 OTHER STATUTORY ACTIONS [ ] 891 AGRICULTURAL ACTS				
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  DEMAND \$125  OTHER  DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13? IF SO, STATE:  DOYOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13? IF SO, STATE:  DOYOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13?  IF SO, STATE:  DOYOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y  AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13?  IF SO, STATE:  DOYOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y  AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13?  IF SO, STATE:  DOYOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y  AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13?  IF SO, STATE:  DOYOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y	[ ] 210 LAND	(Non-Prisoner)  [ ] 441 VOTING  [ ] 442 EMPLOYMENT [ ] 443 HOUSING/	PRISONER CIVIL RIGHTS  [ ] 550 CIVIL RIGHTS  [ ] 555 PRISON CONDITION [ ] 560 CIVIL DETAINEE CONDITIONS OF CONFINEMI	] 791 EMPL RET INC SECURITY ACT (ERISA IMMIGRATION  { ] 462 NATURALIZATION APPLICATION { ] 465 OTHER IMMIGRATION ACTIONS ENT  EXHIB	26 USC 7609	[ ] 895 FREEDOM OF INFORMATION ACT [ ] 896 ARBITRATION [ ] 899 ADMINISTRATIVE PROCEDURE ACT/REVIEW O APPEAL OF AGENCY DECISION [ ] 950 CONSTITUTIONALITY (				
	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13? IF SO, STATE:  DEMAND \$ 125  OTHER									

JURY DEMAND: YES □NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32

(PLACE AN X IN	Mase 1	5.21	4cV-04	421 <u>*</u> 5	MGDOS	ocume	ntokigi	File	d 11/2	4/21 ap	age 4 of 5	8		
X 1 Original Proceeding	☐2 <u>[</u>	Remove State Co	ed from ourt		3 Remanded from Appellate	<u> </u>	Reinstated Reopened			ansferred from pecify District)	☐ 6 Multidist	trict :	. Judge	al to Dist from trate Juc
			rties repre		Court						☐8 Multidistr	•	_	
		is pn		rty							O managar	ACC ETTINGATION (E	AIBCI FIA	<i>;</i> }
(PLACE AN x IN OI			•		&	BASIS C	OF JURI	SDIC	TION		<i>IF</i>	DIVERSITY	Z INID.	ICATE
[] 1 0.5. PLAINTIP	·	2 U.S	. DEFENI	DANT		ERAL QU . NOT A P		×	4 DIVE	RSITY	CI	TIZENSHIP	BELC	DW.
		CI	TIZENS	HIP OF	F PRINCI	PAL PA	RTIES (	FOR	DIVER	SITY CAS	SES ONLY)			
(Place an [X]		OX for PTF	Plaintiff ar	nd one b	ox for Defe	ndant)					,			
CITIZEN OF THIS STAT		[x] 1	[]1	CITIZEI FORE	N OR SUBJE IGN COUNTI	CT OF A RY		PTF []3		INCORPOR OF BUSINE	ATED and PRINC	CIPAL PLACE	PTF [ ] 5	DEF []5
CITIZEN OF ANOTHER	STATE	[]2	[x] 2	INCORE OF BU	PORATED or JSINESS IN T	PRINCIPA HIS STATE	L PLACE E	[]4	[]4	FOREIGN N			[]6	[]6
PLAINTIFF(S) ADD Christine M. Th 542 Sagg Main Apt 519 Sagaponack, N	nierry n Stree	et	ND COL	JNTY(II	ES)									
DEFENDANT(S) AD 3110 EASTHIL BETHLEHEM, I	L DRI PA 18	VE 8017			(IES)									
NORTHAMPTO	DN CC	NUC	TY, PA	Ą										
DEFENDANT(S) AD REPRESENTATION IS THE RESIDENCE ADD	HEREE	Y MA	DE THAT	, AT THI LOWING	OS TIME, I H	IAVE BEE	N UNABLI	E, WIT	TH REAS	ONABLE DI	ILIGENCE, TO	ASCERTAIN		
I hereby cortify that the	3ia aaaa	المحامات			cou	RTHOU	SE ASSIC	3NMI	ENT					
I hereby certify that the	ns case	snoui	o de ass	igned to	the courth	ouse ind	icated be	low p	ursuant i	to Local Ru	le for Division	of Business	18, 20	) or 21
Check one: THIS A	CTION	N SH	OULD B	E ASS	SIGNED T	O: [	] WHI	ITE	PLAIN	IS x	MANHA	TTAN		
DATE	SIGNAT	URE C	OF ATTOR	RNEY OF	F RECORD				ADMITTI	ED TO PRA	CTICE IN THIS	DISTRICT		
RECEIPT#					NEOOND				[] NO [] YES		IITTED Mo			)
Magistrate Judge is	to be	desig	nated b	y the C	Clerk of th	e Court.	,							
Magistrate Judge _										ie	so Decional	tad		
Ruby J. Krajick, Cle	rk of C	ourt l	by		Dep	uty Cler	k, DATE	D_				.eu.		
UNITED STATES DIS														

# UNITED STATES DISTRICT COURT

for the

Southern District of New York

Christine M. Thierry	)	
•	)	
	)	
	)	
Plaintiff(s)	)	
v.	)	Civil Action No.
	)	Civil Action No.
Richard Martin	)	
	)	
	)	
	)	
Defendant(s)	)	

### SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Richard Martin 3110 Easthill Dr. Bethlehem, PA 18017

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Christine M. Thierry

542 Sagg Main St #519 Sagaponack, NY 11962

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

09/21/2021

Signature of Clerk or Deputy Clerk

# Case 5: 21-5v-04421-1MG Document 114. Filed 12/27/21-1Page 7 of 86.

### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK CIVIL DIVISION

Christine M. Thierry,

Plaintiff

: Case No.

VS.

Richard Martin,

: JURY TRIAL

Defendant

# COMPLAINT FOR A CIVIL CASE (28 U.S.C. § 1332; Diversity of Citizenship)

- 1. The amount in controversy, exclusive of interest and costs, exceeds Seventy Five Thousand Dollars (\$75,000.00).
- 2. Plaintiff Christine M. Thierry is an adult individual residing at 542 Sagg Main Street #519 Sagaponack, NY 11963 in Suffolk County New York. Her email is CT1869@gmail.com and phone is 631-599-2760.
- 3. Defendant Richard Martin is an adult individual residing at 3110 Easthill Dr. Bethlehem, PA 18017 in Northampton County, PA. His email and phone are rfm193910@yahoo.com and 484-707-4978.
- 4. On or about June 24, 2019, Plaintiff and Defendant entered into a certain Residential Lease ("Lease or Contract"), whereby Defendant cosigned a Lease for a house owned by the Plaintiff and located at 1142 Railroad Street, Northampton County, Bethlehem Pennsylvania 18015, more fully described in the Lease ("Premises"). A true and correct copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by reference.
  - 5. Elyssa Beltran is the "Tenant" on the Lease.
  - 6. Richard Martin is the "CoSigner" on the Lease.
  - 7. Ms. Beltran was living with Richard Martin before she became tenant to plaintiff.
  - 8. Ms. Beltran provided to plaintiff's property manager Richard Martin's address as

her new address after moving out of the premises.

- 9. Richard Martin paid the rent for the premises.
- 10. Richard Martin paid the utilities for the premises.
- 11. Richard Martin scheduled landlord inspections with landlord for the premises.
- 12. Richard Martin scheduled real estate showings for the premises.
- 13. Richard Martin granted access to the premises.
- 14. Mr. Martin was at premises for landlord inspections.
- 15. Richard Martin was responsible for the care of the premises.
- 16. Richard Martin was financially responsible for the lease and all its terms.
- 17. Ms. Beltran was under Mr. Martin's financial care during the term of the lease.
- 18. Ms. Beltran was under Mr. Martin's emotional care during the term of the lease.
- 19. Ms. Beltran was could not or would not care for herself as an adult during the term of the lease.
- 20. The parties had an agreement that Mr. Martin was to be contacted for any issues including damages, rent, fees regarding the lease and/or premises.
  - 21. Ms. Beltran and Mr. Martin used the premises for illicit activities.
  - 22. Ms. Beltran and Mr. Martin used the premises for illegal activities.
  - 23. Mr. Martin was charged with criminal harassment of plaintiff.
  - 24. Mr. Martin intentionally allowed the premises to be severely damaged.
  - 25. Mr. Martin intentionally interfered with plaintiff's business.
  - 26. Mr. Martin committed assault and battery against plaintiff.

- 27. The lease required "Rent" to be paid the 24th of each month in the sum of \$1,190.
- 28. The lease allowed for a 2-day grace period for any fees that are due before late fees are charged of \$10 per day at line 48.
- 29. The lease states, "all other payments due...are considered Additional Rent.

  Failure to pay Additional Rent is a breach of lease..." Lines 49-50.
- 30. The lease states, "all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current rent due." Lines 51-52.
- 31. District Magistrate granted plaintiff the right to end lease early in addition to awarding plaintiff monetary damages of \$2,646.05 on December 26, 2020, due to multiple violations of lease including damages and failure to pay. A true and correct copy is attached as Exhibit "B".
- 32. The parties agreed to stop violating lease including removing hazardous debris and garbage amassed on the exterior of the premises, and signed an addendum on December 26, 2019, after the hearing referenced above in Line 34.
- 33. Plaintiff honored her responsibilities of the agreement in line 35 and did not have sheriff provide eviction services, a right which she was awarded at the Magistrate Court.
  - 34. The defendant immediately breached the agreement noted line 35.
  - 35. The defendant owes monies per lease and has refused to pay it.

- 36. The contract has been breached.
- 37. At expense to plaintiff, a collection company was hired to collect amount owed from plaintiff as it was accruing at \$10 per day late fee per the lease.
- 38. The defendant acknowledged receipt of the bills, but did not pay any bills from the collection company.
- 39. At expense to plaintiff, a property manager was then hired to resolve the lease violations and collect monies owed from plaintiff which was accruing at \$10 per day per the lease.
  - 40. The defendant did not pay bills from the property management company.
- 41. The collection company and property manager were unsuccessful in collecting monies owed to plaintiff.
  - 43. In accordance with the lease all payments [from defendant] were applied against outstanding Additional Rent that is due before they were applied against the current rent.
  - 44. The Defendant has been made aware rent, fees and costs are past due.
  - 45. Defendant was made aware of multiple lease violations.
  - 46. Defendant was made aware of accruing fees.
  - 47. Defendant refused to comply or correct violations.
  - 48. Defendant directly contributed to damages owed to plaintiff.
  - 49. Defendant has firsthand knowledge of the Premises.
- 50. The lease on lines 4-7 states defendant "is individually responsible for all obligations of the Lease, including Rent, late fees, damages, and other costs."

- 51. Defendant was made aware late fees are accruing in accordance with lease.
- 52. Defendant is aware property has been damaged.
- 53. Defendant is aware the payments he made were applied to late fees and property damage, not the rent, in accordance with lease.
  - 54. Defendant did not pay for the rent during the last several months of the lease.
  - 55. Defendant has failed to mitigate damages.
- 56. Defendant is liable to plaintiff for all costs and expenses not paid on lease in accordance with lease.
- 57. Defendant willfully and negligently continues to deny plaintiff compensation he agreed to in lease and;
- 58. As a direct result of the actions of the Defendant failing to honor the contract in denying Plaintiff legally required rent and fees, Plaintiffs have been damaged as follows:
  - a. Collection, property management and administrative fees in the amount of Five Thousand Dollars (\$5,000.00);
  - b. Loss of use of property in the amount of Nine Thousand Dollars (\$9,000.00);
  - c. Repairs and restore the Premises in the amount of Twenty-One Thousand Five Hundred Dollars (\$21,500.00);
  - d. Accruing late fees;
  - e. Legal fees of Two Thousand Dollars (\$2,402);
  - f. Other fees to be decided at trial including requested punitive damages;

#### **COUNT I - BREACH OF CONTRACT**

- 59. Paragraphs 1 through 58 are incorporated herein by reference in their entirety.
- 60. Plaintiff fully complied with all the terms and conditions of the Lease.
- 61. As a direct result of the Defendants' and tenant's material breach of the Lease, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

#### **COUNT II - FRAUDULENT MISREPRESENTATION**

- 62. Paragraphs 1 through 61 are incorporated herein by reference in their entirety.
- 63. On behalf of the Plaintiff, Defendant Richard Martin fraudulently misrepresented to the tenant that tenant need to comply with lease.
- 64. The fraudulent misrepresentation set forth in Paragraphs 63 above was material to the transaction in question, and was made with knowledge that it was false, or with recklessness as to whether it was true or false.
- 65. Further, the fraudulent misrepresentation set forth in Paragraphs 63-64 above was done so with the intent of misleading the tenants to continue to damage Plaintiff by relying on the misrepresentations.
- 66. Being that the tenant refused communication or to allow access to property unless defendant instructed her to do so, and the defendant instructed all communications were to be

routed through him, tenant relied on the fraudulent misrepresentation made to her by Defendant Richard Martin.

- 67. As a direct result of tenant's reliance on the fraudulent misrepresentation made by the Defendant, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.
- Defendants' conduct in making the fraudulent misrepresentation set forth in Paragraphs 63-66 above was willful, wanton and outrageous, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant, plus punitive damages, interest and costs.

#### **COUNT III - NEGLIGENT MISREPRESENTATION**

- 69. Paragraphs 1 through 68 are incorporated herein by reference in their entirety.
- 70. In the alternative, Defendant Richard Martin negligently misrepresented to the tenant that they did not need to pay their rent.
- 71. The defendant Martin negligently misrepresented to the tenant that they did not need to comply with lease.
- 72. The negligent misrepresentation set forth in Paragraphs 70-71 above made by Defendant was material to the transactions in question.

- Defendant Richard Martin made the negligent misrepresentation to tenant set 73. forth in Paragraphs 70-72 above without knowledge of its truth or falsity, or in the alternative, should have known that said misrepresentation was false.
- Defendant made the negligent misrepresentation to tenant set forth in Paragraphs 70-72 above with the intent to induce the tenant to rely on said misrepresentation, and to continue to violate contract.
- Being that the tenant would only take calls from the Defendant, not the Plaintiff, tenant relied upon the negligent misrepresentation made to them by Defendants to not comply with the contract.
- As a direct result of tenant's reliance on the negligent misrepresentation made to her by Defendant, as more fully set forth in Paragraphs 69-72 above, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

# COUNT IV - INTENTIONAL INTERFERENCE WITH EXISTING AND PROSPECTIVE CONTRACTUAL/BUSINESS RELATIONS

- 77. Paragraphs 1 through 76 are incorporated herein by reference in their entirety.
- In acting as a landlord, Plaintiff enters contractual relationships with tenants, and 78. the Plaintiff seeks to find tenants who honor contractual relationships.

- 79. Further, given the state of the property which was 95% gut renovated and new at the time Defendants cosigned the lease and entered into contract with Plaintiff, numerous damages have occurred in violation of contract that will required loss of rents, loss of sales, carrying costs, significant construction, loss of showings, and loss of customers to repair.
- 80. The purpose of the Defendants' unlawful actions was to interfere with the existing contractual relationship of the Plaintiffs and her tenant, and to prevent the prospective contractual relationships of the Plaintiffs and her new tenants or buyers from occurring.
- 81. The Defendants' unlawful actions against the Plaintiffs were taken without privilege or justification.
- 82. As a direct result of the Defendants' unlawful actions in causing tenant Elyssa Beltran to keep possession of, and continue to damage Premises, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.
- 83. Defendants' unlawful conduct in was willful, wanton and outrageous, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

# **COUNT V - CIVIL CONSPIRACY**

84. Paragraphs 1 through 83 are incorporated herein by reference in their entirety.

- 85. Plaintiff believes, and therefore aver, that the Defendant acted in concert when Defendant's actions to have tenant keep possession of, allow further damage to premises, and deny Plaintiffs from rights to her Premises were unlawful on multiple occasions.
- 86. Plaintiff believes, and therefore aver, that Defendant took those unlawful actions on multiple occasion with malice aforethought and intended to injure the Plaintiff by preventing her possession and full access to the Premises, and therefore, the operation of her business.
- 87. One occasion was on June 7, 2020, when Defendant acted in concert with others when defendant assaulted, committed battery, harassed plaintiff, and also denied plaintiff from rights to her premises. These actions were all unlawful.
- 88. As a direct result of the Defendants' unlawful actions, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.
- 89. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiffs, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

#### **COUNT VI – ASSAULT**

- 90. Paragraphs 1 through 89 are incorporated herein by reference in their entirety.
- 91. On June 7, 2020, Defendant assaulted plaintiff.
- 92. The defendant intentionally and maliciously caused harm to plaintiff.

- 93. The defendant chased plaintiff then shoved her when she reached a closed exit door, then informed her he was spitting COVID into plaintiff's face.
- 94. The defendants' egregious actions caused plaintiff severe emotional distress and lost wages and income.
- 95. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiffs to punitive damages.
- 96. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiffs, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

# COUNT VII - BATTERY

- 97. Paragraphs 1 through 96 are incorporated herein by reference in their entirety.
- 98. On June 7, 2020 Defendant committed battery against plaintiff.
- 99. The defendant intentionally and maliciously caused harm to plaintiff.
- 100. The defendant chased plaintiff then shoved her when she reached a closed exit door, then informed her he was spitting COVID-19 into plaintiff's face.
- 101. After the police left the premises after charging defendant with harassment, the defendant continued to harass plaintiff at the premises putting her in fear for her life.

- 102. The defendants' egregious actions caused plaintiff severe emotional distress and lost wages and income.
- Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

# **COUNT VIII - HARASSMENT**

- 104. Paragraphs 1 through 103 are incorporated herein by reference in their entirety.
- 105. On June 7, 2020 Defendant harassed plaintiff.
- 106. The defendant intentionally and maliciously caused harm to plaintiff.
- 107. The defendant chased plaintiff and shoved her, then informed her he was spitting COVID-19 into plaintiff's face.
- 108. After the police left the premises after charging defendant with criminal harassment, the defendant continued to harass plaintiff at the premises putting her in fear for her life.
- 109. The defendants' egregious actions caused plaintiff severe emotional distress and lost wages and income.
- 110. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiff to punitive damages.

# Casase 25: 21-cv-04421-19mg Document 14 10 Filed 11/24/21 Page 19 of 86 58

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

### VIII. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

Respectfully submitted,

CHRISTINE M. THIERRY

DATE: 9/21/2021

CHRISTINE M. THIERRY

Canten H They

542 Sagg Main St #519 Sagaponack, NY 11962 (610) 310-4856 Exhibit "A"

Hati Comp. Co., as

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Astociation of Realton's (PAR).

	Р	PARTIES			
TENANT(S): Elyssa Beltran	To 11 10 0000000000000000000000000000000	LANDLORD(S): Christine M Thierry			
TENANT'S MAILING ADDRESS 3110 Easthills Dr Bethleher	n PA 18017	LANDLORD'S MAILING ADDRESS: 414 W 49th St Apt 1D NY, NY 10019			
		OPERTY			
Property Address	1142 1	Railroad St			
		Unit ZIP 18015			
in the municipality of in the School District of	nemenen	. County of Northampton .			
The state of the s	betnienem	, in the Commonwealth of Pennsylvania			
E to business Relationship (1)	enant is not represented by a	P WITH PA LICENSED BROKER broker)			
Broker (Company)		Licensec(s) (Name)			
Company License #Company Address		State License #			
		Call Dhon (a)			
Company Phone		The			
Company Lax		3-17-41			
Broker is:		Licensee(s) is:			
Tenant Agent (Broker represents 1	fenant only)	☐ Tenant Agent (all company licensees represent Tenant)			
Dual Agent (See Dual and/or Desi	gnated Agent hox helow)	Tenant Agent with Designated Agency (only licenseers) named			
		above represent Tenant)			
☐ Transaction I	icensee (Broker and Licenseeue)	Dual Agent (See Dual and/or Designated Agent box below) provide real estate services but do not represent Tenant)			
		Under the Control of			
LA	NDLORD'S RELATIONSHI	IP WITH PA LICENSED BROKER			
🗵 No Business Relationship (La					
Broker (Company)		Licensee(s) (Name)			
Company License #		_ State License #			
Company Address		Direct Phone(s)			
Company Phone		Con i nonc(s)			
Company Fax	-	l'ax			
Broker is:		Email Licensee(s) is:			
Landlord Agent (Broker represents	Landlord only)	Landlord Agent (all company licensees represent Landlord)			
☐ Dual Agent (See Dual and/or Desig	mated Agent box below)	☐ Landford Agent with Designated Agency (only licenseets) named			
		above represent Landlord)			
		☐ Dual Agent (See Dual and/or Designated Agent box below)			
Transaction L.	censee (Broker and Licensee(s) pr	rovide real estate services but do not represent Landlord)			
- The strategy of the strategy	DUAL AND/OR DE	SIGNATED AGENCY			
Licensee represents Tenant and Land	Broker represents both Tenant and flord in the same transaction. Al	ad Landford in the same transaction. A Licensee is a Dual Agent when a life of Broker's licensees are also Dual Agents UNLESS there are separate signated for Tenant and Landford, the Licensee is a Dual Agent			
By signing this Agreement, Tena agency, if applicable.	nt and Landlord each acknow	wledge having been previously informed of, and consented to, dual			
Tenant Initials:	RI. F	Page 1 of 7 Landlord Initials			
		R THE LEASE OF A MANUFACTURED HOME			
		COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS # 2017			
Pennsylvania Association	בוטוז אי הפונטוט	1 × 9.17 (d. 1.1)			

# CCase 5.21vcV-04421MGD050ment-1410Filefled214724721Pagae229fof658

1.								
	This Lease for the Property, dated June 24, 2019 ally responsible for all of the obligations of this Lease, including Rent, fees, or	, is between the Landford and Tenant. Each Tenant is individu-						
	ally responsible for all of the obligations of this Lease, including Rent, fees, or	lamages and other costs.						
2.								
	Co-signers: Richard Martin 3110 Easthills Dr Bethlehem PA 18017							
	Each Co-signer is individually responsible for all obligations of this Le	and the Property of the proper						
	signers do not have the right to occupy the Property as a tenant without the L							
3.		andition 5 prior written permission.						
٥.	Rental Payments (see Paragraph 7(H) for additional information)							
	Payable to Christine M Thierry	hone: (610) 310-4856						
	Address: 414 W 49th St Apt 1D NY, NY 10019	The state of the s						
	Maintenance Requests	and the same of th						
	Contact; SAME P	hone: (610) 310-4856						
	Littlett, dad or Campara took	/ebsite:						
	Emergency Maintenance Contact							
	Contact: SAME P	hone:						
4.	tariant.	ebsite:						
4.	(A) Starting Date: 6/24/2019	at 2,000 [] am (X] v.m.						
	(N) Starting Date: 6/23/2020	at 3:00 □ a.m. ⊠p.m.						
	(B) Ending Date: 6/23/2020 (C) Tenant is required to vacate the Property on the Ending Date unless	the parties have entered into a Renewal Term as described in						
	Paragraph 5.	the parties are a second of the property of the parties of the par						
5.	- :							
	Unless cheeked below, this Lease will AUTOMATICALLY RENEW for a R	enewal Term of (month-to-month						
	Unless cheeked below, this Lease will AUTOMATICALLY RENEW for a R if not specified) at the Ending Date of this Lease or at the end of any F	tenewal Term unless proper notice is given. Proper notice re-						
	quires Tenant or Landlord to give at least days (30 if not spec	ified) written notice before Ending Date or before the end of any						
	Renewal Term. Any renewal will be according to the terms of this Lease or a	ny written changes to it.						
	☐ This Lease will TERMINATE on the Ending Date unless extended in writ	ing.						
რ.								
	(A) The Security Deposit will be held in escrow by Landlord, unless otherw at (financial institution); PNC	use stated here						
	Financial institution Address: BETHLEHEM, PA							
	(B) When Tenant moves from the Property, Tenant will return all keys an	d give I and land written native of Towards new mailing subjects						
	where Landlord can return the Security Deposit. If Tenant fails to do							
	the remaining security deposit to Tenant as stated in subparagraph (C),							
	(C) Within 30 Days after Tenan; moves from the Property, Landlord will							
	which the Landlord claims Tenant is responsible. Any remaining Se	eurity Deposit will be returned to Tenant within 30 days after						
	Tenant moves from the Property, TENANT IS ADVISED THAT							
	WARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME							
	(D) Landlord may deduct repair costs and any unpaid Rent and Additional							
7.	sible for any unpaid expenses remaining after I andford deducts costs fr RENT	om the security deposit.						
/.		day of each month (Due Date).						
	(A) Rent is due in advance, without demand, on or before the (B) The amount of Total Rent due during the Term is: S	oay of each month (true traie).						
	(C) The Rent due each month is: \$1,090,00	CT XSB						
		od), Tenant pays a late (harge of: \$10 PER DAY						
	(E) All other payments due from Tenant to Landlord, including Late Ch	arges or utility charges, are considered to be Additional Rent.						
	Failure to pay this Additional Rent is a breach of the Lease in the same							
	(F) Tenant agrees that all payments will be applied against outstanding a							
	the current Rent due. When there is no outstanding Additional Rent.							
	due next.							
	(G) Tenant will pay a fee of \$50.00 for any	payment that is returned or declined by any financial institution						
	for any reason. If payment is returned or declined, the Grace Period	does not apply and the Late Charges will be calculated from						
	the Due Date. Any Lata Charges will continue to apply until a valid pay	ment is received.						
		/						
	r/\	$\Lambda$						
Trans	enant Initials. RL Page 2 of 7							
i ca;	enant Initials: RL Page 2 of 7	Landlord Initials:						

Produced with a pillorm-a by arplogix in 50.70 Filteen Mile Road Freser, Michigan 49076 www.ziplogix.com

8.		rm of this Lease.
	(A) Security Deposit: 2090 1/90 Due Date 06/23/2019 (B) First month's Rent: 2090 //90 6/23/2019 (C) Other: Last months rent 7/3/2019 (D) Other: Other: 7/3/2019 (E) Other: Total Rent and security deposit received to date:	\$\frac{\partial \text{Paid}}{\partial \text{Date}} \square \frac{\text{Date}}{\partial \text{Date}} \square \frac{\text{Date}}{\text{Date}} \square \frac{\text{Date}}{\partial \text{Date}} \square \frac{\text{Date}}{\text{Date}} \square \text{
9.	lotal amount due	\$ <u>2,180 \ 5 1.090 \</u>
	(A) Tenant will use the Property as a residence ONLY.  (B) Not more than 4 people will live at the Property. List all other occup Name Elyssa Beltran Elsor older Name Lt.  Name Anialyce Ditron 18 or older Name Are	z Bouie
LA	Additional information is attached  10. POSSESSION	Name
11.	<ul> <li>(A) Tenant may move in (take possession of the Property) on the Starting Date of this Let If Tenant cannot move in within days (0 if not specified) after Starting Date cause of property damage which makes the Property unsafe, unsanitary, or unfit to: <ol> <li>Change the Starting Date of the Lease to the day when Property is available the Property is available; OR</li> <li>End the Lease and have all money already paid as Rent, Additional Rent or to the part of Landlord or Tenant.</li> </ol> </li> </ul>	te because the previous tenant is still there or be- for human habitation, Tenant's exclusive rights are de. Tenant will not owe or be charged Rent antil
	<ul> <li>11. LANDLORD'S RIGHT TO ENTER         <ul> <li>(A) Tenant agrees that Landlord or Landlord's representatives may enter the Property Property. Tenant does not have to allow possible tenants or other licensees to enter resentative, or they have written permission from the Landlord.</li> <li>(B) When possible, Landlord will give Tenant hours (24 if not specified) notice.</li> <li>(C) In emergencies, Landlord may enter the Property without notice. If Tenant is not p and why within hours (24 if not specified) of the visit. Showing the property Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and the property of the property of the property.</li> </ul> </li> </ul>	r unless they are with Landlord or Landlord's rep-
12.	<ul> <li>12. RULES AND REGULATIONS</li> <li>(A)</li></ul>	are attached.  Tenant, is intended to protect the condition or grees to provide all changes to Tenant in writing one and all laws.
	Tenant will not keep or allow any pets on any part of the Property, unless checked below. C  Tenant may keep pets with I andlord's written permission according to the terms of Regulations.	inide and currous unimals are not one
14,	<ol> <li>CONDITION OF PROPERTY AT MOVE IN         Tenant has inspected the Property and agrees to accept the Property "as-is," except for the f     </li> </ol>	ollowing:
		86-94-84-94-94-94-94-94-94-94-94-94-94-94-94-94

Produced with zipForm® by zipLogix 15070 Fifteen Mile Road, Fraser, Michigan 48006 <u>www.zibLog.scom</u>

Sign Camp

# Case 5121vcV-04421 Mic Document 1410 File 1212 1212 1 Page 223 of 58

15.	AP			o.21-cv-04421-JMG Document NCLUDED	TO LIIEU	<b>ΤΤ/</b> Ζ <sup>,</sup>	4121 Page 23 01 56					
	( ☑ Range/Oven) ( ☑ Cooktop) ( ☐ Refrigerator) ( ☐ Dishwasher) ( ☐ Washer) ( ☐ Dryer) ( ☐ Garbage Dispos											
	( E	] Microv idlord is	vave) respon	( Air Conditioning Units - Number:	otherwise state	Other d here:	washer dryer combination					
	,											
16.	UT	LITIE	AND	SERVICES			The state of the s					
	Lan	Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. If a service is not marked as being the responsibility of Landlord, it is the responsibility										
	of 7	Tenant	to pay	for that service. Landlord is not responsible	for loss of ser	vice if	interrupted by circumstances beyond Landlord :					
	con	trol, Ten	ant wil	If notify Landford if Tenant receives any notices:	rom utility com	panies (	of a pending termination of service.					
		dlord	Tenai		Landlord							
				Cooking Gas/Fuel			Air Conditioning					
				Electricity			Air Conditioning Maintenance					
				Cable Satellite Television			Heat gas (type)					
				Condominium/Homeowners Association Fee			Hot Water ELECTRIC (type)					
				Parking Fee			Cold Water					
			_	Maintenance of Common Areas			Pest/Rodent Control					
				Trash Removal			Bed Bugs Remediation					
				Recycling Removal			Snow/Ice Removal					
			X	Sewage Fees			Telephone Service					
		X		Sewer Maintenance			Lawn and Shrubhery Care					
		X		Heater Maintenance		X	rake parking area divets if needed					
	f						-					
	Con	iments:										
17	TEN	' A N'THE	CADI	CAPADARTE			\$ = mayan an a					
17.		Tenan		E OF PROPERTY								
	,			e Property clean and safe.								
				of all trash, garbage and any other waste materia	Is as required by	1.andi	ord and the law.					
		3. U	se can	when using any of the electrical, plumbing, hear	ing, ventilation	or othe	r facilities or appliances on the Property, including					
			ny elev									
		4. N 5. C	otify L	andlord immediately of any repairs needed and of federal, state, and local laws that relate to the Pr	of any potentially	harml	ful health or environmental conditions.					
		6. C	kean m	p after pets and guide and support animals on the	operty. Property includ	ino cor	TEPRALIZ CIPACIO					
	(B)	Tenan			roperty, menua	ang cen	innon acas.					
		-1. K	cep an	y flammable, hazardous or explosive materials of	n the Property,	with th	e exception of common household goods intended					
		fe	or tawti	ul use.			•					
		2. D	estroy, istorb	damage or deface any part of the Property or con the peace and quiet of other tenants or neighbors.	nmon areas.							
		4. C	ancel c	or close utility accounts paid by Tenant during the	term of the Lea	se wit	hout the written permission of Landland					
		5. N	lake vl	tanges to the Property, such as painting or rem-	adeling, without	the w	ritten permission of Landlord. Tenant agrees that					
		6. P	ty char arform	ages or improvements made will belong to Landle	ord.		15.1					
	(C)	Tenant	will h	any maintenance or repairs on the Property unlessave breached this Lease and will be responsible	s omerwise state for damages if	ca in iii Tenam	e Rujes and Regulations. If any, I does not comply with any requirements listed in					
	.15.	(A) or	(B), ab	ove.								
	(D)	Tenan	t is re and co	sponsible to pay the costs for repairing any port animals.	damage that is	the fa	ult of Tenant, Tenant's family, guests, and/or					
18.	DET			D FIRE PROTECTION SYSTEMS								
	(A)	Landle	rd has	installed ( X Smoke Detectors) ( X Carbon M	lonoxide Detecto	urs) (	fire extinguishers) in the Property. Tenant will					
		mainta	in and	regularly test detectors to be sure they are in worl	king order, and v	vill rep	lace detector batteries as needed.					
	(B)	Fenant	will i	mmediately notify Landlord, maintenance or e	mergency conta	et (See	Paragraph 3) of any broken or malfunctioning					
	(C)	detecte Failure		merly maintain depotors, rankes datagras batta	elas as parific 1	um JI on	d, maintenance or emergency contact (See Para-					
	, . ,	graph 3	of an	y broken or malfunctioning detectors is a breach	of this Lease	апотого	a, maintenance or emergency contact (See Para-					
	(D)	Landlo	rd may	provide additional fire protection systems for	the benefit of	Tenant.	Responsibility for maintaining these systems is					
	(E)	stated i	n the R	tules and Regulations, if any,								
	1 ***	i Chaill	witt be	ry for damage to the Property if Tenant fails to m	aman of misus	es dete	ctors or other fire protection systems.					
							$\int_{\mathbb{R}^{n}}$					
		ک ا	n.									
Cena	n <b>t I</b> ni	tials: C.	<u> </u>	RL Pa	ge 4 of 7		Landlord Initials 11					

Produced with a pForm® by a pLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.z pLogix.com

3460 Camp

#### 19. DESTRUCTION OF PROPERTY

- (A) Tenant will notify I andford, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify I andford, maintenance or emergency contact (See Paragraph 3) of any condition in the Property that could severely damage or destroy the Property.
- (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant eannot occupy the Property.
- (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
  - 1. Tenant may cominue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landford must the damage is repaired, OR
  - 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

#### 20. INSURANCE AND RELEASE

- (A) Fenant understands that Landlord's insurance does not cover Fenant, Tenant's personal property, or Tenant's guests. Tenant is advised to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured while on the Property.
  - IF CHECKED, Tenant must have insurance policies providing at least \$ 5,000.00 personal property insurance and \$100,000.00 liability insurance to protect Tenant. Tenant's personal property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.
- (B) I andford is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- (C) Tenant is responsible for any loss to Landford caused by Tenant. Tenant's family or Tenant's guests, including reasonable course, fees associated with that loss, if awarded by a court,

#### 21. HOLDOVER TENANTS

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

#### 22. TENANT ENDING LEASE EARLY

Tenant may not end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in writing.

#### 23. ABANDONMENT OF PERSONAL PROPERTY

- (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's remaining personal property may be considered abandoned if any of the following apply:
  - 1. Tenant has vacated the Property after termination of the I ease;
  - An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed almost all of Tenant's personal property;
  - 3. An eviction order or order for possession has been entered in favor of Landlord;
  - 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landford with written notice of a forwarding address; OR
  - Tenant has vacated the Property without showing an intent to return. Rent is more than 15 days past due and Landlord has posted notice regarding Tenant's rights to Tenant's personal property.
- (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will have ten days from the date the notice was postmarked to:
  - 1. Retrieve Tenant's personal property, OR
  - Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored
    by Landlord. Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will
    be responsible for storage costs.
- (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

#### 24. LANDLORD REMEDIES IF TENANT BREACHES LEASE

- (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
  - 1. Taking possession of the Property by going to court to evict Tenant.
  - Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the ferm or any Renewal Period. If Landlord wins (gets a money judgment against Tenant). Landlord may use the court process to garmsh Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
  - 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
  - 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.
- (B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT

Tenant Initials:

RL Page 5 of 7

Landlord Initials

Produced with approximately applicated 19070 Filteen Mile Road Fraser Michigan 48026 | www.applicationship

545.1 Cami

оссиона Envelope ID: 1251825542044D2F-94EA-BACBF22EF226

### Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 25 of 58

HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE:

#### 25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same
- Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without I andford's

#### 26. SALE OF PROPERTY

- (A) If Property is sold, I andlord will give Tenant in writing:
  - Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
  - The name, address and phone number of the new landford and where Rent is to be paid, if known.
- Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rem to the new landlord. Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

### 27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security
- No money paid to L andlord for the condemnation of the Property will belong to Tenant.

### 28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statues relating to decedents, estates and riduciaries.
- (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- l'enant's estate will be required to pay Rent. Additional Rent and any other sums due to Landlord, including expenses that Landlord may ineur us a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages. to landlord for breach of contract or early termination of the Lease.

#### 29. TENANTS' RIGHTS

- (A) Landford cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant; (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
- Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of forcelosure

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS, TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

# 30. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- Property was built before 1978. Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.

# 31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

#### CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

#### 33. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under Paragraph 12,

RL Page 6 of 7

5460 Camp

#### Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 27 of 86

COSC DIET-CY-DAMET-DIVID DOCUMENTET FINCH ODIETIET FINGE ET OFEO 34. SPECIAL CLAUSES . (A) The following are part of this Lease if checked: ☐ Change of Lease Terms Addendum (PAR Form CLT) Pet Addendum (PAR Form PET) 🙎 Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR) (B) Additional Terms: Tenants must not remove screens. Tenants must use air conditioning support bracket on any installed window ac units. Tenants must not let debris accumulate (including litter from public) and must have it all removed weekly or will be responsible for twice the clean up fee. At move out tenants will be charged twice the clean up fee at move out for any mess left behind. House is damage-free except side of kitchen counter. No smoking indoors or \$1,500 fee to repaint walls. Property must be maintained be reasonably clutter and debris-free. Lundlord is a PA Licensed Reattor nant to reinburse landlord for water/ Sewer within 10 days NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.

If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337. By signing below. Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this Lease. A property manager may be acting as an agent for I andford and may execute this Lease on the Landford's behalf. TENANT TENANT. CO-SIGNER Richard Martin DATE CO-SIGNER\_(6) 35421-5058480 DATE CO-SIGNER DATE LANDLORD Christine Thierry DATE 06/23/2019 \_\_ DATE ENECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKERASSOCIATE BROKER \_\_\_\_ DATE LANDLORD TRANSFERS LEASE TO A NEW LANDLORD As part of payment received by I andlord, (current Landford) now transfers to

other benefits.

CURRENT LANDLORD

DATE

CURRENT LANDLORD

DATE

NEW LANDLORD

DATE

NEW LANDLORD

DATE

NEW LANDLORD

DATE

DATE

RI. Page 7 of 7

#### Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 28 of 86

DOOR O'TT.CA.OJJET.DIMO DOCUMENT LIER ASISTIST LARE SO OLSO

# Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FOR RENTA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors & (PAR) THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

LPDR

	PROPERTY 1142 RAILROAD ST BETHLEHEM PA 18015  LANDLORD CHRISTINE THIERRY
~	CHANTIAN THE PROPERTY OF THE PARTY OF THE PA
	LEAD WARNING STATEMENT
	Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if no
5	managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing
	landlords must disclose the presence of known lend-based paint and/or lead-based paint hazards in the dwelling. Tenants must also
- ;	receive a federally approved pamphlet on lead poisoning prevention.
8	LANDLORD'S DISCLOSURE - PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
ų	X / Landlord has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the housing
11)	Landlord has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the housing
	Explain:
12	
13	
14	RECORDS AND REPORTS AVAILABLE TO TENANT
15	
16	X / Landlord has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
17	X / Landlord has provided Tenant with all available records and reports regarding lead-based paint and/or lead-based pain
	hazards in the housing. (List documents):
18 [	
119	Londland and the standard to t
1 61	Landlord certifies that to the hest of Landlord's knowledge the above statements are true and accurate.
	LANDLORD DATE 6/24/
- 1	DATE ,
22	LANDLORD DATE
	FENANT
	DATE OF LEASE 6.24.19
	RENANT'S ACKNOWLEDGMENT
26	Tenant has received the pamphlet Protect Your Family from Lead in Your Hame and has read the Lead Warning Statement.
17	remain has reviewed Landlord's disclosure of known lead-based paint and/or lead-based paint hazards and has reviewed
8	the records and reports regarding lead-based paint and/or lead-based paint hazards identified above, if any.
9	Fenant certifies that to the best of Tenant's knowledge the statements contained in Tenant's Acknowledgement are true and
n, ij	accurate.
H	DATE 6/24/19
2 ;	DATE 10/24/19
	ENANT
r	DATE
1	AGENT ACKNOWLEDGEMENT AND CERTIFICATION
5	Agent/Licensee represents that Agent has informed Landlord of Landlord's obligations under the Residential Lend
6	Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.
	The state of Agent a responsionity to ensure compinance.
2 (	he agents have reviewed the information in the Agent Acknowledgement and certify, to the best of their knowledge, that the
8	nformation provided is true and accurate. Landlord Agent and Tenant agent must both sign this form.
- 1	
, [	JCENSEE
	ICENCEP
*	ICENSEEDATE
	ROKER FOR TENANT (Company Name)
- [ '	DATE
-	
fred	Mar.

Pennsylvania Association of Realtors

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS  $\tilde{\alpha}/2017$ 

rev 9.37, ref.

Howard Hanna The Frederick Group, 3500 Winchester Road, Suite 201 Allentown PA 18104 Phone: 6104104856 Fax: 8886133585 Christine Thierry

Produced with alphorn. 50 by a pluggix 18070 Fitteen Mile Road, Frast r, Michigan 48026 www.zick.og s.com

5460 Camp Meeting

Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 29 of 86

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 28 of 58

Exhibit "B"

OLLE OF OTTEL OMO DOCUMENT THEY UDICATE FAYE ZI UI ZO Case 5:21 ov 04421 JMG Document 10 Filed 11/24/21 Page 29 of 58

# Magisterial District Judge 03-2-11

DOCKET

Docket Number: MJ-03211-LT-0000446-2019

Landlord/Tenant Docket

Christine M. Thierry

Elyssa Beltran

Page 1 of 2

CASE INFORMATION

**CALENDAR EVENTS** 

Judge Assigned:

Magisterial District Judge Nicholas E.

File Date:

12/11/2019

Claim Amount:

Englesson \$1,190.00

Case Status:

Closed

Judgment Amount:

\$2,646.05

County:

Northampton

Case Calendar **Event Type** 

Schedule

Schedule

Recovery of Real Property

Start Date

Start Time Room

Judge Name

Status

Hearing

12/26/2019

10:00 am

Magisterial District Judge

Scheduled

Nicholas E. Englesson

Participant Type

Participant Name

**CASE PARTICIPANTS** Address

Defendant Plaintiff

Beltran, Elyssa Thierry, Christine M. Bethlehem, PA 18015

New York, NY 10019

Docket Number

DISPOSITION SUMMARY Defendant

Disposition

Disposition Date

MJ-03211-LT-0000446-2019

Plaintiff

Christine M. Thierry

Elyssa Beltran

Judgment for Plaintiff

12/26/2019

CIVIL DISPOSITION / JUDGMENT DETAILS

Disposition Date: 12/26/2019

Monthly Rent: \$1,190.00

Defendant(s) Elyssa Beltran

Plaintiff(s) Christine M. Thierry Disposition

Judgment for Plaintiff

Joint/Several Liability

\$0.00

Individual Liability

Net

Judgment \$2,646,05 \$2,646.05

Judgment Components:

Type

Costs

Rent in Arrears

**Amount** \$2,499,00 \$147.05 Deposit Amount \$0.00

\$0.00

Adjusted Amount

\$2,499.00

\$147.05

\* Is Joint/Several

Civil Disposition Details:

Grant possession.

Yes

Grant possession if money judgment is not satisfied by the time of eviction.

Nο

MDJS 1200

Printed: 06/29/2021 12:37 pm

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets . Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

Case 5:21 ev 04421 JMC Document 10 Filed 11/24/21 Page 30 of 58

### Magisterial District Judge 03-2-11

DOCKET

Docket Number: MJ-03211-LT-0000446-2019

#### Landlord/Tenant Docket



Christine M. Thierry v. Elyssa Beltran

Page 2 of 2

1	DO	ocket entry information	
Filed Date	Entry	Filer	Applies To
12/27/2019		Christine M. Thierry	Elyssa Beitran, Defendant
12/26/2019	Judgment for Plaintiff	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/26/2019	Judgment Entered	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/12/2019	Landlord/Tenant Complaint Successfully Served	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/11/2019	Landlord/Tenant Complaint Issued via Hand Delivery	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/11/2019		Christine M. Thierry	PROPER SECURIS PROPERS SECURIS SECURIS SECURIS SECURIS

MDJS 1200

Page 2 of 2

Printed: 06/29/2021 12:37 pm

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 31 of 58

# IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA

Christine M. Thierry,

: CIVIL ACTION - LAW

Plaintiff

VS.

: NO. C-48-CV-2019-12041

Richard Martin.

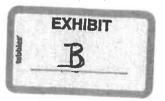
Defendant

#### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NORTHAMPTON COUNTY LAWYER REFERRAL SERVICE P.O. BOX 4733 EASTON, PA 18043-4733 TELEPHONE (610) 258-6333



#### PLAINTIFF'S FIRST AMENDED COMPLAINT

- 1. The amount in controversy, exclusive of interest and costs, exceeds Fifty Thousand Dollars (\$50,000.00).
- 2. Plaintiff Christine M. Thierry is an adult individual residing at 542 Sagg Main Street #519 Sagaponack, NY 11963.
- Defendant Richard Martin is an adult individual residing at 3110 Easthill Dr.
   Bethlehem, PA 18017.
- 4. On or about June 24, 2019, Plaintiff and Defendant entered into a certain Residential Lease ("Lease or Contract"), whereby Defendant cosigned a Lease for a house owned by the Plaintiff and located at 1142 Railroad Street, Northampton County, Bethlehem Pennsylvania 18015, more fully described in the Lease ("Premises"). A true and correct copy of the Lease is attached hereto as Exhibit "B" and incorporated herein by reference.
  - 5. Elyssa Beltran is the "Tenant" on the Lease.
  - 6. Richard Martin is the "CoSigner" on the Lease.
  - 7. Ms. Beltran was living with Richard Martin before she became tenant to plaintiff.
- 8. Ms. Beltran provided to plaintiff's property manager Richard Martin's address as her new address after moving out of the premises.
  - 9. Richard Martin paid the rent for the premises.
  - 10. Richard Martin paid the utilities for the premises.
  - 11. Richard Martin scheduled landlord inspections with landlord for the premises.

#### Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 33 of 58

- 12. Richard Martin scheduled real estate showings for the premises.
- 13. Richard Martin granted access to the premises.
- 14. Mr. Martin was at premises for landlord inspections.
- 15. Richard Martin was responsible for the care of the premises.
- 16. Richard Martin was financially responsible for the lease and all its terms.
- 17. Ms. Beltran was under Mr. Martin's financial care during the term of the lease.
- 18. Ms. Beltran was under Mr. Martin's emotional care during the term of the lease.
- 19. Ms. Beltran was could not or would not care for herself as an adult during the term of the lease.
- 20. The parties had an agreement that Mr. Martin was to be contacted for any issues including damages, rent, fees regarding the lease and/or premises.
  - 21. Ms. Beltran and Mr. Martin used the premises for illicit activities.
  - 22. Ms. Beltran and Mr. Martin used the premises for illegal activities.
  - 23. Mr. Martin was charged with criminal harassment of plaintiff.
  - 24. Mr. Martin intentionally allowed the premises to be severely damaged.
  - 25. Mr. Martin intentionally interfered with plaintiff's business.
  - 26. Mr. Martin committed assault and battery against plaintiff.
- 27. On December 18, 2019, Plaintiff filed a complaint C-48CV2019-12041 with the Court of Common Pleas Northampton County
  - 28. On June 25, 2021, defendant filed answer to original complaint referenced in #27.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 34 of 58

- 29. Plaintiff is amending a complaint due to changed facts since the original complaint.
  - 30. The lease required "Rent" to be paid the 24th of each month in the sum of \$1,190.
- 31. The lease allowed for a 2-day grace period for any fees that are due before late fees are charged of \$10 per day at line 48.
- 32. The lease states, "all other payments due...are considered Additional Rent.

  Failure to pay Additional Rent is a breach of lease..." Lines 49-50.
- 33. The lease states, "all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current rent due." Lines 51-52.
- 34. District Magistrate granted plaintiff the right to end lease early in addition to awarding plaintiff monetary damages of \$2,646.05 on December 26, 2020, due to multiple violations of lease including damages and failure to pay. A true and correct copy is attached as Exhibit "C".
- 35. The parties agreed to stop violating lease including removing hazardous debris and garbage amassed on the exterior of the premises, and signed an addendum on December 26, 2019, after the hearing referenced above in Line 34.
- 36. Plaintiff honored her responsibilities of the agreement in line 35 and did not have sheriff provide eviction services, a right which she was awarded at the Magistrate Court.
  - 37. The defendant immediately breached the agreement noted line 35.
  - 38. The defendant owes monies per lease and has refused to pay it.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 35 of 58

- 39. The contract has been breached.
- 40. At expense to plaintiff, a collection company was hired to collect amount owed from plaintiff as it was accruing at \$10 per day late fee per the lease.
- 41. The defendant acknowledged receipt of the bills, but did not pay any bills from the collection company.
- 42. At expense to plaintiff, a property manager was then hired to resolve the lease violations and collect monies owed from plaintiff which was accruing at \$10 per day per the lease.
  - 43. The defendant did not pay bills from the property management company.
- 44. The collection company and property manager were unsuccessful in collecting monies owed to plaintiff.
  - 45. In accordance with the lease all payments [from defendant] were applied against outstanding Additional Rent that is due before they were applied against the current rent.
    - 46. The Defendant has been made aware rent, fees and costs are past due.
    - 47. Defendant was made aware of multiple lease violations.
    - 48. Defendant was made aware of accruing fees.
    - 49. Defendant refused to comply or correct violations.
    - 50. Defendant directly contributed to damages owed to plaintiff.
    - 51. Defendant has firsthand knowledge of the Premises.
- 52. The lease on lines 4-7 states defendant "is individually responsible for all obligations of the Lease, including Rent, late fees, damages, and other costs."

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 36 of 58

- 53. Defendant was made aware late fees are accruing in accordance with lease.
- 54. Defendant is aware property has been damaged.
- 55. Defendant is aware the payments he made were applied to late fees and property damage, not the rent, in accordance with lease.
  - 56. Defendant did not pay for the rent during the last several months of the lease.
  - 57. Defendant has failed to mitigate damages.
- 58. Defendant is liable to plaintiff for all costs and expenses not paid on lease in accordance with lease.
- 59. Defendant willfully and negligently continues to deny plaintiff compensation he agreed to in lease and;
- 60. As a direct result of the actions of the Defendant failing to honor the contract in denying Plaintiff legally required rent and fees, Plaintiffs have been damaged as follows:
  - a. Collection, property management and administrative fees in the amount of Five Thousand Dollars (\$5,000.00);
  - b. Loss of use of property in the amount of Nine Thousand Dollars (\$9,000.00);
  - c. Repairs and restore the Premises in the amount of Twenty-One Thousand Five Hundred Dollars (\$21,500.00);
  - d. Accruing late fees;
  - e. Legal fees of Two Thousand Dollars (\$2,000);
  - f. Other fees to be decided at trial including requested punitive damages;

#### **COUNT I - BREACH OF CONTRACT**

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 37 of 58

- 61. Paragraphs 1 through 60 are incorporated herein by reference in their entirety.
- 62. Plaintiff fully complied with all the terms and conditions of the Lease.
- 63. As a direct result of the Defendants' and tenant's material breach of the Lease,
  Plaintiffs sustained the itemized damages set forth in Paragraph 60 above, which is incorporated
  herein by reference in its entirety.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

#### **COUNT II - FRAUDULENT MISREPRESENTATION**

- 64. Paragraphs 1 through 63 are incorporated herein by reference in their entirety.
- 65. On behalf of the Plaintiff, Defendant Richard Martin fraudulently misrepresented to the tenant that tenant need to comply with lease.
- 66. The fraudulent misrepresentation set forth in Paragraphs 65 above was material to the transaction in question, and was made with knowledge that it was false, or with recklessness as to whether it was true or false.
- 67. Further, the fraudulent misrepresentation set forth in Paragraphs 65-66 above was done so with the intent of misleading the tenants to continue to damage Plaintiff by relying on the misrepresentations.
- 68. Being that the tenant refused communication or to allow access to property unless defendant instructed her to do so, and the defendant instructed all communications were to be

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 38 of 58

routed through him, tenant relied on the fraudulent misrepresentation made to her by Defendant Richard Martin.

- 69. As a direct result of tenant's reliance on the fraudulent misrepresentation made by the Defendant, Plaintiffs sustained the itemized damages set forth in Paragraph 60 above, which is incorporated herein by reference in its entirety.
- 70. Defendants' conduct in making the fraudulent misrepresentation set forth in Paragraphs 65-66 above was willful, wanton and outrageous, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant, plus punitive damages, interest and costs.

#### **COUNT III - NEGLIGENT MISREPRESENTATION**

- 71. Paragraphs 1 through 70 are incorporated herein by reference in their entirety.
- 72. In the alternative, Defendant Richard Martin negligently misrepresented to the tenant that they did not need to pay their rent.
- 73. The defendant Martin negligently misrepresented to the tenant that they did not need to comply with lease.
- 74. The negligent misrepresentation set forth in Paragraphs 72-73 above made by Defendant was material to the transactions in question.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 39 of 58

- 75. Defendant Richard Martin made the negligent misrepresentation to tenant set forth in Paragraphs 72-73 above without knowledge of its truth or falsity, or in the alternative, should have known that said misrepresentation was false.
- 76. Defendant made the negligent misrepresentation to tenant set forth in Paragraphs
  72-73 above with the intent to induce the tenant to rely on said misrepresentation, and to
  continue to violate contract.
- 77. Being that the tenant would only take calls from the Defendant, not the Plaintiff, tenant relied upon the negligent misrepresentation made to them by Defendants to not comply with the contract.
- 78. As a direct result of tenant's reliance on the negligent misrepresentation made to her by Defendant, as more fully set forth in Paragraphs 71-74 above, Plaintiffs sustained the itemized damages set forth in Paragraph 60 above, which is incorporated herein by reference in its entirety.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

# COUNT IV - INTENTIONAL INTERFERENCE WITH EXISTING AND PROSPECTIVE CONTRACTUAL/BUSINESS RELATIONS

- 79. Paragraphs 1 through 78 are incorporated herein by reference in their entirety.
- 80. In acting as a landlord, Plaintiff enters contractual relationships with tenants, and the Plaintiff seeks to find tenants who honor contractual relationships.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 40 of 58

- 81. Further, given the state of the property which was 95% gut renovated and new at the time Defendants cosigned the lease and entered into contract with Plaintiff, numerous damages have occurred in violation of contract that will required loss of rents, loss of sales, carrying costs, significant construction, loss of showings, and loss of customers to repair.
- 82. The purpose of the Defendants' unlawful actions was to interfere with the existing contractual relationship of the Plaintiffs and her tenant, and to prevent the prospective contractual relationships of the Plaintiffs and her new tenants or buyers from occurring.
- 83. The Defendants' unlawful actions against the Plaintiffs were taken without privilege or justification.
- 84. As a direct result of the Defendants' unlawful actions in causing tenant Elyssa Beltran to keep possession of, and continue to damage Premises, Plaintiffs sustained the itemized damages set forth in Paragraph 60 above, which is incorporated herein by reference in its entirety.
- 85. Defendants' unlawful conduct in was willful, wanton and outrageous, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

#### **COUNT V - CIVIL CONSPIRACY**

86. Paragraphs 1 through 85 are incorporated herein by reference in their entirety.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 41 of 58

- 87. Plaintiff believes, and therefore aver, that the Defendant acted in concert when Defendant's actions to have tenant keep possession of, allow further damage to premises, and deny Plaintiffs from rights to her Premises were unlawful on multiple occasions.
- 88. Plaintiff believes, and therefore aver, that Defendant took those unlawful actions on multiple occasion with malice aforethought and intended to injure the Plaintiff by preventing her possession and full access to the Premises, and therefore, the operation of her business.
- 89. One occasion was on June 7, 2020, when Defendant acted in concert with others when defendant assaulted, committed battery, harassed plaintiff, and also denied plaintiff from rights to her premises. These actions were all unlawful.
- 90. As a direct result of the Defendants' unlawful actions, Plaintiffs sustained the itemized damages set forth in Paragraph 60 above, which is incorporated herein by reference in its entirety.
- 91. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiffs, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

#### COUNT VI - ASSAULT

- 92. Paragraphs 1 through 91 are incorporated herein by reference in their entirety.
- 93. On June 7, 2020, Defendant assaulted plaintiff.
- 94. The defendant intentionally and maliciously caused harm to plaintiff.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 42 of 58

- 95. The defendant chased plaintiff then shoved her when she reached a closed exit door, then informed her he was spitting COVID into plaintiff's face.
- 96. The defendants' egregious actions caused plaintiff severe emotional distress and lost wages and income.
- 97. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiffs to punitive damages.
- 98. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiffs, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

#### COUNT VII – BATTERY

- 99. Paragraphs 1 through 98 are incorporated herein by reference in their entirety.
- 100. On June 7, 2020 Defendant committed battery against plaintiff.
- 101. The defendant intentionally and maliciously caused harm to plaintiff.
- 102. The defendant chased plaintiff then shoved her when she reached a closed exit door, then informed her he was spitting COVID-19 into plaintiff's face.
- 103. After the police left the premises after charging defendant with harassment, the defendant continued to harass plaintiff at the premises putting her in fear for her life.

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 43 of 58

- 104. The defendants' egregious actions caused plaintiff severe emotional distress and lost wages and income.
- 105. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

#### **COUNT VIII – HARASSMENT**

- 106. Paragraphs 1 through 105 are incorporated herein by reference in their entirety.
- 107. On June 7, 2020 Defendant harassed plaintiff.
- 108. The defendant intentionally and maliciously caused harm to plaintiff.
- 109. The defendant chased plaintiff and shoved her, then informed her he was spitting COVID-19 into plaintiff's face.
- 110. After the police left the premises after charging defendant with criminal harassment, the defendant continued to harass plaintiff at the premises putting her in fear for her life.
- 111. The defendants' egregious actions caused plaintiff severe emotional distress and lost wages and income.
- 112. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiff to punitive damages.

#### Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 45 of 86

Case 5:21-cv-04421-JMG Document 10 Filed 11/24/21 Page 44 of 58

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

Respectfully submitted,

CHRISTINE M. THIERRY

By:

CHRISTINE M. THIERRY

Christian & They-

542 Sagg Main St #519 Sagaponack, NY 11962 (610) 310-4856 Exhibit "B"

RL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtons-6 (PAR).

1	PARTIES						
TENANT(S): Elyssa Beltran	LANDLORD(S):	Christine M Thic	erry.				
TENANT'S MAILING ADDRESS: 3110 Easthills Dr Bethlehem PA 18017	LANDLORD'S M 414 W 49th St A		SS:				
	NY, NY 10019	PCID					
	-						
	ROPERTY 2 Railroad St						
	Unit	ZIP	18015				
in the municipality of Bethlehem in the School District of Bethlehem		. County of	Northampton				
in the School District of Bethlehem		. in the	Commonwealth of Pennsylvania				
TENANT'S RELATIONSH  No Business Relationship (Tenant is not represented by	IIP WITH PA LICENS	SED BROKER					
Broker (Company)							
Broker (Company)							
Company License #							
Company Address	Direct Phone(s)						
	Cell Phone(s)						
Company Phone	1 us						
Company Fax Broker is:	Email						
	Licensec(s) is:						
☐ Tenant Agent (Broker represents Tenant only) ☐ Dual Agent (See Dual and/or Designated Agent box below)	Tenant Agent (all company licensees represent Tenant)						
in the state of the state and/or (see that and/or (see th	L Tenant Agent wit	Tenant Agent with Designated Agency (only licensec(s) named above represent Tenant)					
			ated Agent box below)				
☐ Transaction Licensee (Broker and Licensee(s	i) provide real estate service	es but do not repres	ared Agent nox netow)				
LANDLORD'S RELATIONS	HIP WITH PA LICEN		t - Well field Publisher very project to many hybridation of an ex-				
☑ No Business Relationship (Landlord is not represented b							
Broker (Company)	Licensee(s) (Name)						
Company License #	State License #						
Company Address	Direct Phone(s)						
	Cell Phone(s)						
Company Phone	Fax						
Company Fax	Email						
Broker is:	Licensee(s) is:						
Landlord Agent (Broker represents Landlord only)	☐ Landlord Agent (all company licensees represent Landlord)						
Dual Agent (See Dual and/or Designated Agent box below)	☐ Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord)						
Transaction Licenses (Project and Licenses)	∐ Dual Agent (See I	Dual and/or Designa	ated Agent box below)				
Transaction Licensec (Broker and Licensec(s)	provide real estate service	s but do not represi	ent Landlord)				
DUAL AND/OR D	DESIGNATED AGENO	OY.	to despuse				
A Broker is a Dual Agent when a Broker represents both Tenant Licensee represents Tenant and Landlord in the same transaction. Designated Agents for Tenant and Landlord. If the same Licensee is a	All of Broker's licensees	are also Dual Age	ints UNLESS there are separate				
By signing this Agreement, Tenant and Landlord cach ackn agency, if applicable.	owledge having been p	reviously informe	d of, and consented to, dual				
26			1. E				
l'enant Initials:	t. Page 1 of 7		Landlord Initials/				

Pennsylvania Association of Realtors

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2017

5450 Cang Meetile

LEASE DATE AND RESPONSIBILITIES , is between the Landford and Tenant. Each Tenant is individu-This Lease for the Property, dated June 24, 2019 ally responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs. **CO-SIGNERS** Co-signers: Richard Martin 3110 Easthills Dr Bethlehem PA 18017 Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Cosigners do not have the right to occupy the Property as a tenant without the Landlord's prior written permission. PROPERTY CONTACT INFORMATION Rental Payments (see Paragraph 7(H) for additional information) Payable to: Christine M Thierry Phone: (610) 310-4856 Address: 414 W 49th St Apt 11 NY, NY 10019 Maintenance Requests Phone: (610) 310-4856 Contact: SAME Address: 414 W 49th St Apt 1D NY, NY 10019 Email: ct1869@gmail.com Website: **Emergency Maintenance Contact** Contact: SAME Phone: Email: Website: STARTING AND ENDING DATES OF LEASE (also called "Term") (A) Starting Date: 6/24/2019 a.m. X p.m. at 11:59 Da.m. X p.m. Ending Date: (B) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in (C) Paragraph 5. RENEWAL TERM (month-to-month Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires Tenant or Landford to give at least days (30 if not specified) written notice before Ending Date or before the end of any Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it. □ This Lease will TERMINATE on the Ending Date unless extended in writing. SECURITY DEPOSIT (A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here. at (financial institution): PNC Financial institution Address; BETHLEHEM, PA When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act. Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property, TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FOR-WARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS. Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be responsible for any unpaid expenses remaining after Landlord deducts costs from the security deposit. RENT 24th Rent is due in advance, without demand, on or before the day of each month (Due Date). (A)The amount of Total Rent due during the Term is: \$
The Rent due each month is: \$1,090.90 (C) 2 days (5 if not specified) late (Grace Period). Tenant pays a Late Charge of: \$10 PER DAY (D) If Rent is more than (E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent. Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next. for any payment that is returned or declined by any financial institution Tenant will pay a fee of \$50.00 for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

Tenant Initials:

RI, Page 2 of 7

Landlord Initials:

~	Capase 3 2Y-04-04421 Mind Poblice Held 16 13/224/21 Page 49 of 86 Today INC.
	(f) Landlord will accept the following methods of payments ( ) Containing the following methods of payments ( )
44	( Credit Cards) ( Cashier's Cheek) ( Other:
	Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).  (I) The first \$ of Rem due will be made payable to (Perlam).
	for Landlord if not specified). The Committee Dayline to
8.	PAYMENT SCHEDULE
	1090
	(A) Security Denosity 2000 1190
	(C) Other Last months root
	(D) Other:
	(E) Other:
	Total Rent and security deposit received to date:
9.	USE OF PROPERTY AND AUTHORIZED ASSISTANT
	(A) Tenant will use the Property as a residence ONLY
	Name Flyenc Politics and the troperty, this an other occupants who are not listed as Tenants in this Lease:
	Name Anialyce Ditron Disorder Name Anal Paris
	Guide or support animals: Type Breed
10.	Additional information is attached POSSESSION
	(A) Tenant may move in (take possession of the Property) on the Starting Contract of
	117 11 Condition theorem with the condition of the condit
	cause of property damage which makes the Property unsafe, unsanitary, or untit for human habitation, Tenant's exclusive rights are
	1. Change the Starting Date of the Lease to the day when Property is possible Toward with the Control of the Lease to the day when Property is possible to Toward with the Control of the Lease to the day when Property is possible to Toward with the Control of th
	on the part of Landlord or Tenant
II.	LANDLORD'S RIGHT TO ENTER
	(A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's representative, or they have written permission from the Landlord.
	(B) When possible, Landlord will give Tenant hours (24 if not specified) notice of the date, time, and reason for the visit.  (C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there and why within hours (24 if not specified) of the wife.
	and why within hours (24 if not specified) of the wice. Showing the present, Landford will notify Jenant who was there
2.	(D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.  RULES AND REGULATIONS
	(A) Rules and Regulations for use of the Property and company areas are anached
	LI Hollieowners Association or Condominium rules and regulations for the Proposition of t
	<ul> <li>(B) Any violation of the Rules and Regulations is a breach of this Lease.</li> <li>(C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or value of the Property or improves the health profession of the Property of the Prop</li></ul>
	The state of the s
-	(E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.
	Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.  Tenant may keep pets with Landlord's written permission according to the terms of the attached Per Addendum and/or Rules and Regulations.
	Regulations.  CONDITION OF PROPERTY AT MOVE IN
••	Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following:
	to be creek for the full of the fig.
	.20
пяг	RI. Page 3 of 7 Landlord Initials
	Continued Indiana

Docusign Envelope wis Case 5:21020204219 Mg Charlet Filed 12/22/21 Page 50 of 86 Filed 11/24/21 Page 49 of 58 15. APPLIANCES INCLUDED (図Range/Oven) (図Cooktop) (口Refrigerator) (口Dishwasher) (口Washer) (口Dryer) (口Garbage Disposal) (☐ Microwave) (☐ Air Conditioning Units - Number: \_\_\_\_\_) (☒ Other washer dryer combination Landford is responsible for repairs to appliances listed above unless otherwise stated here: 16. UTILITIES AND SERVICES Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. If a service is not marked as being the responsibility of Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service. Landlord Tenant Landlord Tenant Cooking Gas/Fuel X Air Conditioning |X | Electricity Air Conditioning Maintenance 図 Cable/Satellite Television X Heat gas (type) ☐ Condominium/Homeowners Association Fee I Hot Water ELECTRIC (type) П Parking Fee Cold Water  $\Box$ Maintenance of Common Areas Rodent Control  $\Box$ Trash Removal X Bed Bugs Remediation  $\Box$ Recycling Removal X Snow/Ice Removal Sewage Fees ▼ Telephone Service X ☐ Sewer Maintenance □ Lawn and Shrubbery Care X ☐ Heater Maintenance x rake parking area divets if needed Comments: 17. TENANT'S CARE OF PROPERTY (A) Tenant will: Keep the Property clean and safe, Dispose of all trash, garbage and any other waste materials as required by Landlord and the law. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions. Obey all federal, state, and local laws that relate to the Property. Clean up after pets and guide and support animals on the Property, including common areas. (13) Tenant will not: Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended for lawful use. Destroy, damage or deface any part of the Property or common areas. Disturb the peace and quiet of other tenants or neighbors. Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord. Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to Landlord. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any, Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in (C) (A) or (B), above, Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or guide and support animals. 18. DETECTORS AND FIRE PROTECTION SYSTEMS (A) Landlord has installed ( 🗵 Smoke Detectors) ( 🗵 Carbon Monoxide Detectors) ( 🗌 fire extinguishers) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning (B) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Para-(C) graph 3) of any broken or mulfunctioning detectors is a breach of this Lease. Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any, Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems. RL Page 4 of 7 Landlord Initials

#### 19. DESTRUCTION OF PROPERTY

- (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any condition in the Property that could severely damage or destroy the Property.
- If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
  - Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damage is repaired. OR
  - If the law does not allow Tenant to live on the Property, this Lease is ended.

#### 20. INSURANCE AND RELEASE

- (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured
  - IF CHECKED. Tenant must have insurance policies providing at least \$ 5,000.00 personal property insurance and \$100,000.00 liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these
- Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's fees associated with that loss, if awarded by a court,

#### 21. HOLDOVER TENANTS

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant. Tenant's family, or Tenant's guests.

#### 22. TENANT ENDING LEASE EARLY

Tenant may not end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in writing.

#### 23. ABANDONMENT OF PERSONAL PROPERTY

- (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's remaining personal property may be considered abandoned if any of the following apply:
  - Tenant has vacated the Property after termination of the Lease;
  - An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed 2. almost all of Tenant's personal property;
  - 3. An eviction order or order for possession has been entered in favor of Landlord;
  - Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of a forwarding address; OR
  - Tenant has vacated the Property without showing an intent to return. Rent is more than 15 days past due and Landlord has posted 5. notice regarding Tenant's rights to Tenant's personal property.
- Before Landlord may remove or dispose of Tenant's personal property. Landlord must provide written notice to Tenant. Tenant will have ten days from the date the notice was postmarked to:
  - Retrieve Tenant's personal property, OR
  - Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will be responsible for storage costs.
- (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

#### 24. LANDLORD REMEDIES IF TENANT BREACHES LEASE

- (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
  - Taking possession of the Property by going to court to evict Tenant.
  - Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
  - Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court,
- (B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT

RL Page 5 of 7

Produced with zipForm® by zipLogix 18070 Fitteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Landlord Initials

5460 Camp

# Case 5:210440442MG Me Chment 14 Filed 11/24/21 Page 52 of 86 Filed 11/24/21 Page 51 of 58

HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE:

#### 25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same
- Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landford's 26. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
  - Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
- The name, address and phone number of the new landlord and where Rent is to be paid, if known,
- Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord. (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

# 27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security
- No money paid to Landlord for the condemnation of the Property will belong to Tenant.

# 28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statues relating
- If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- Tenant's estate will be required to pay Rent. Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages. 29. TENANTS' RIGHTS

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a goverament agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses
- Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant, For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease, Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

# 30. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
  - Property was built before 1978. Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally

# 31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

#### 32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

#### 33. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under

RL Page 6 of 7

Produced with appForm® by appliagix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Landlord Initials:

5460 Camp

JSig.	n En	velo	© 8325325 5.21-07-04421-JMG Document 14 Filed 12/22/21 Page 53 Document 10 Filed 11/24/21 Pag	of 86	
3	34.	SPE	CIAL CLAUSES	Je 52 01 56	
- 9		(A)	The following are part of this Lease if checked:		
			Change of Lease Terms Addendum (PAR Form CLT)		
			☐ Pet Addendum (PAR Form PET)  ☑ Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)		
			Table 1 failed 1 faile (Factorist for remains (PAR form LPDR)		
		/ ID s	Additional Terms:		
		(B)		the state of the s	
			Tenants must not remove screens.		
			Tenants must use air conditioning support bracket on any installed window ac	units.	
			Tenants must not let debris accumulate (including litter from public) and must	have it all removed	
			weekly of will be responsible for twice the clean up fee		
			At move out tenants will be charged twice the clean up fee at move out for any i	mess left behind.	
			riouse is damage-free except side of kitchen counter.		
			No smoking indoors or \$1,500 fee to repaint walls.		
	. 4	_	Property must be maintained be reasonably clutter and debris-free.	a com	
	Ŋ		Lundladia On 1	1 200	
ነ	ارو	$\supset$	handred to a 1th sucensed Realton	N CO	
ec	lge r	ecei	tate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and pt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 a	Tenant acknowl-	
B <sub>2</sub> fo	y sig rth i	ning n th	below, Landlord and Tenant acknowledge that they have read and understand the notices and is Lease.	explanatory information set	
Λ	prop	erty	manager may be acting as an agent for Lordon Lordon		
			manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.		
T	SNA	NT	illora bla	1600	
	ENA			_ DATE 6/24/14	
	INA		DocuSigned by:	DATE	
			R Kichard Martin	= DATE 6/24/2019	
CC	)-SI	GNE	35F3542F50E848D	DATE	
		GNE		DATE	
			D Christine Thierry	DATE	
LA		LOR		DATE 06/23/2019	
	E.	(EC	UTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER	DATE	
	_		DIORERASSOCIATE BRUKER	25 4 72127	
				DATE	
			LANDLORD TRANSFERS LEASE TO A NEW LANDLORD		
As	rart	of pa	yment received by Landlord.		
othe	r be	nefit	yment received by Landlord. (curren (new landlord) his heirs and estate, this Lease and the right.	t Landford) now transfers to ght to receive the Rents and	
CUI	RRE	NT	LANDLORD		
CUI	RRE	NT	LANDLORD DATE		
CURRENT LANDLORD DATE  NEW LANDLORD DATE  NEW LANDLORD DATE					
NEV	V L	AND	LORD DATE		
			LORD DATE DATE	and references with the property of the property of the second of the property of the second of the	
				A STATE OF THE PERSON NAMED AND ASSESSED.	

RL Page 7 of 7

# Case 5:215:210:44244 MGINDSCHIBERT 14 RESIDENTIAL LEAD-BASED PAINT HAZARDS DI

LPDR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors & (PAR)

#### THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1	PROPERTY 1142 RAILROAD ST BETHLEHEM PA 18015	
2	LANDLORD CHRISTINE THIERRY	
	T. C. A.D. TALLA DALIALCO COM A DEPARTMENT	
3	The state of the s	
7	Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose be appropriate the contains and dust can pose be appropriate to the contains and	nealth hazards if not
5	a first y was supposed is especially maintain to young children and pregnant wonden. Before rening	ig pre-1978 housing.
6	The state of the presence of known reading and of leading and of leading the party of the property of the presence of known is a party of the presence of known is a party of the party of	g. Tenants must also
?	receive a federally approved pamphlet on lead poisoning prevention.	
8	TO THE RESIDENCE OF LEADING THE ANDREW AND THE LEADER AND THE	HAZARDS
9	Landiord has no knowledge of the presence of lead-based paint and/or lead-based paint beyords in	or about the bourion
10	Landiord has knowledge of the presence of lead-based paint and/or lead-based paint bayards in	or about the housing.
- 11	Explain.	
12		
13		
14	The second to the day of the land the l	
15		in the housing.
16	Dandiord has provided Tenant With all available records and reports regarding lead board point on	allow band book at an int
17	hazards in the housing. (List documents):	ia or road based paint
18		
		annug regige - reg
19	Landlord certifies that to the best of Landlord's knowledge the above statements are true and accurate.	
20	LANDLORD	DATE 6/24/
21	THE BOILD	DATE
22		
1		DATE
23	TENANT	h.t. adds
	DATE OF LEASE 6.24.19	
25	TENANT'S ACKNOWLEDGMENT	
26	Tenant has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead William Tenant has reviewed Landlord's disclosure of Impure hard here.	
27		
28	the records and reports regarding lead-based paint and/or lead-based paint hazards identified above, if	ds and has received
1		
29	Tenant certifies that to the best of Tenant's knowledge the statements contained in Tenant's Acknowledge accurate.	
30	accurate.	ment are true and
31	TENANT (PL) DOL DE LA	1/2/2
32	TENANTD	
33	12:17(1)	ATE
1		ATE
34 .	AGENT ACKNOWLEDGEMENT AND CERTIFICATION	
35	Agent/Licensee represents that Agent has informed landlerd as I am it	
36	Agent/Licensee represents that Agent has informed Landlord of Landlord's obligations under the Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure the same of Agent's responsibility to ensure the same of the	e Residential Lead-
- 1	72 0.3.C. \$4332(a), and is aware of Agent's responsibility to ensu	are compliance.
37	The agents have reviewed the information in the Agent Acknowledgement and certify, to the best of their kinformation provided is true and accurate. Landlord Agent and Taylord	
38 i	information provided is true and accurate. Landlord Agent and Tenant agent must both sign this form.	nowledge, that the
	and about all Danishi a Agent and Tenant agent must both sign this form,	
39 I	BROKER FOR LANDLORD (Company Name)	
40 1	BROKER FOR LANDLORD (Company Name)LICENSEE	
- 1	DA	ATE
41 E	BROKER FOR TENANT (Company Name)	
42 L	LICENSEE	
		ינויחף ו
	17/4	

Pennsylvania Association of Realtors"

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS + 2017

rev 9 15 ref 148

Howard Hanna The Frederick Group, 3500 Winchester Road, Suite 201 Allentown PA 18104 Phone: 6103104856 Fax: 8886133585 Christine Thierry

5460 Camp Meeting

Exhibit "C"

# Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 56 of 86

ase 5;21 cv 04421 JMC Decument 10 Filed 11/24/21 Page 55 of 58 Magisterial District Judge 03-2-11

DOCKET

Docket Number: MJ-03211-LT-00004

Landlord/Tenant Do

Christine M. Thierry

Elyssa Beltran

CASE INFORMATION

Judge Assigned:

Magisterial District Judge Nicholas E. Englesson

File Date:

12/11/20 19

Claim Amount: Judgment Amount:

\$1,190.00 \$2,646.05

Case Status: County:

Closed Northampton

Case Calendar

Event Type Recovery of Real Property Hearing

Schedule Start Date

12/26/2019

CALENDAR EVENTS Start Time Room 10:00 am

Judge Name

Magisterial District Judge

Nicholas E. Englesson

Schedule Status Scheduled Pag

Participant Type Defendant

Participant Name Beitran, Elyssa Thierry, Christine M.

CASE PARTICIPANTS

Address Bethlehem, PA 18015 New York, NY 10019

Docket Number

Plaintiff

MJ-03211-LT-0000446-2019

Plaintiff

DISPOSITION SUMMARY Christine M. Thierry

Defendant Elyssa Beltran

Disposition Judgment for Plaintiff

Disposition Date 12/26/2019

Disposition Date: 12/26/2019 Defendant(s)

CIVIL DISPOSITION / JUDGMENT DETAILS Monthly Rent: \$1,190.00

Elyssa Beltran Judgment Components:

Plaintiff(s)

Christine M. Thierry

Disposition Judgment for Plaintiff

Joint/Several Liab ility \$0.00

Individual Liability \$2,646.05

Ne Judgment \$2,646.05

Rent in Arrears Costs \* Is Joint/Several

Туре

**Amount** \$2,499.00 \$147.05

Deposit Amount \$0.00

\$0.00

Adjusted Amount \$2,499.00 \$147.05

Civil Disposition Details:

Grant possession.

Grant possession if money judgment is not satisfied by the time of eviction.

Yes No

MDJS 1200

Printed: 06/29/2021 12:37 pm

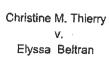
Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or Celayed data, errors or the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for Inaccurate or Cletayed data . errors or only the second state of the Courts of the Cou omissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record reposing in

### Case 5:21-cv-044 Mayisteriat District Judge 7/322211 Page 57 of 86

DOCKET

Docket Number: MJ-03211-LT-0000446-2019

#### **Landlord/Tenant Docket**



Page 2 of 2

Cond Date	SELECTION TO SELECT	DOCKET ENTRY INFORMATION	Strategic Control
Filed Date	Entry	Filer	Applies To
12/27/2019	Entry of Satisfaction Entered by Plaintiff	Christine M. Thierry	Elyssa Beltran, Defendant
12/26/2019	Judgment for Plaintiff	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/26/2019	Judgment Entered	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/12/2019	Landlord/Tenant Complaint Successfully Served	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/11/2019	Landlord/Tenant Complaint Issued via Hand Delivery	Magisterial District Court 03-2-11	Elyssa Beltran, Defendant
12/11/2019	Landlord/Tenant Complaint Filed	Christine M. Thierry	of designation Administration planets, therefore a principal band of the transport of the part of the second of th

MDJS 1200

Page 2 of 2

Printed: 06/29/2021 12:37 pm

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets . Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or ornissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

#### **VERIFICATION**

Christine M. Thierry verifies that she is Plaintiff in the within matter, that the facts set forth in the within document are true and correct to the best of her knowledge, information and belief. She understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 7/20/2021

### IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA

Christine M. Thierry,

: CIVIL ACTION - LAW

Plaintiff

:

VS.

: NO. C-48-CV-2019-12041

Richard Martin,

Defendant

CERTIFICATE OF SERVICE

I certify that on July 21, 2021, I served a true and correct copy of the PLAINTIFF'S FIRST AMENDED COMPLAINT filed in the above-captioned matter by mailing and emailing the same to: Mark S Sigmon 146 E. Broad St. PO Box 1365 Bethlehem, PA 18016-1365.

Date: 7/21/2021\_\_\_\_

Christine M. Thierry

Canotan St They

Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 60 of 86 COMPLAINT Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 1 of 27 COMPLAINT

JS 44 (Rev. 10/20)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as "provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS				DEFENDANTS						
Christine M Thierry				Richard Martin						
(b) County of Residence of First Listed Plaintiff New York, NY (EXCEPTINUS, PLAINTIFF CASES)				County of Residence of First Listed Defendant Northampton, PA  (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.						
(c) Attorneys (Firm Name,	Address, and Telephone Numb	cr)		Attorneys (if k	(почп)					
Pro Se				Mark Sigm	non					
II. BASIS OF JURISD	ICTION (Place an "X" in	One Box Only)	III. CIT	IZENSHIP (	)F PR	INCIPA	L PARTIES	Place an "X" in	One Box fo	or Plaintiff
I U.S. Government 3 Federal Question Plaintiff (U.S. Government Not a Party)			(	For Diversity Cases of This State		DEF		und One Box for i		
2 U.S. Government Defendant				n of Another State	<b>X</b> 2	2	Incorporated and F of Business In A		5	5
				Citizen or Subject of a 3 5 Foreign Nation 6			6	6		
IV. NATURE OF SUIT	(Place an "X" in One Box O	nh)	7 010	aga country	(	lick here	for: Nature of S	uit Code Des	scription	s.
CONTRACT	TO	ORTS		RFEITURE/PENAI			KRUPTCY	OTHER	STATUT	ES
110 Insurance   120 Marine   130 Miller Act   140 Negotiable Instrument   150 Recovery of Overpayment & Enforcement of Judgment   151 Medicare Act   152 Recovery of Defaulted   Student Loams (Excludes Veterans)   153 Recovery of Overpayment of Veteran's Benefits   160 Stockholders' Suits   190 Other Contract   195 Contract Product Liability   196 Franchise   REAL PROPERTY   210 Land Condennation   220 Forcelosure   230 Rent Lease & Ejectment   240 Torts to Land   245 Tort Product Liability   290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	PERSONAL INJURY  365 Personal Injury - Product Liability  367 Health Care/ Pharmaceutical Personal Injury Product Liability  368 Asbestos Personal Injury Product Liability  PERSONAL PROPERT  370 Other Fraud 371 Truth in Lending  380 Other Personal Property Damage Product Liability  PRISONER PETITION:  Habeas Corpus:  463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement	710 720 740 751 8 790	LABOR Fair Labor Standard Act Labor/Management Relations Railway Labor Act Family and Medical Leave Act Other Labor Litigat Employee Retireme Income Security Act  IMMIGRATION Naturalization Appl Other Immigration Actions	c 881	### PROPER   ### 820 Cop   ### 830 Pate   ### 840 Trace   ### 840 Trace   ### 840 Edward   ### 840 Act   ### 861 H1A   ### 862 Blace   ### 863 Blue   ### 865 RSI   ### 865 RSI   ### 870 Taxe   ### 871 IRS-	USC 157  CTY RIGHTS  syrights ent - Abbreviated r Drug Application demark end Trade Secrets of 2016  L SECURITY (1395ff) the Lung (923) (C/DIWW (405(g)) D Title XVI	480 Consur (15 US 485 Teleph Protect 490 Cable/S 850 Securit Exchar 890 Other S 891 Agricu 893 Enviror 895 Freedo 896 Arbitra 899 Admin Act/Re	m (31 USC ))  ceapportior (31 USC ))  ceapportior (32 USC ))  ceapportior (32 USC  and Bankin erce ation eer Influen to Organization cer Credit 6C 1681 or one Consultion Act Sat TV ies/Comminge Statutory A  chural Acts numental M  m of Infon istrative Pr view or A  p Decision utionality  utionality	mment mg meed and tions 1692) mer odities/ actions atters mation
V. ORIGIN (Place an "X" ii	i One Box Only)				-					
1 Original       □ 2 Removed from       □ 3 Remanded from       □ 4 Reinstated or Reopened       ▼ 5 Transferred from Interpreted from Proceeding       6 Multidistrict Litigation - Litigation - Litigation - Litigation - Litigation - Direct File										
VI. CAUSE OF ACTION  Cite the U.S. Civil Statute under via the U.S. Code § 1332 - Diversity of Brief description of cause:  Damages in excess of \$75,000 Brief Code § 1322 - Diversity of Brief description of cause:										
The state of the s			HECK YES only i	f demanded in	complain	nt:				
VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER										
DATE		SIGNATURE OF ATTO	ORNEY OF	RECORD						
10/22/2022 FOR OFFICE USE ONLY										
	10UNT	APPLYING IFP		JUD	GF		MAG, JUD	OGE		
Alv	45/5/114	SALL PARKLALL		100	OL.		MAG, JUL			

AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

Eastern District	of Pennsylvania			
Christine M. Thierry	) ) )			
Plaintiff(s)	, )			
v.	Civil Action No. 5:2021cv04421			
Richard Martin	)			
F.	) }			
D.C. L. (6)	)			
Defendant(s)	)			
SUMMONS IN A	CIVIL ACTION			
To: (Defendant's name and address) Richard Martin 3110 Easthill Dr. Bethlehem, PA 18017				
A lawsuit has been filed against you.				
Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:  Christine M. Thierry 610 5th Ave #145 New York, NY 10185				
If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.  **CLERK OF COURT**				
Date: 10/22/2021				
	Signature of Clerk or Deputy Clerk			

# UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA CIVIL DIVISION

Christine M. Thierry,

Plaintiff : Case No.

VS.

Richard Martin,

: JURY TRIAL

Defendant

# FIRST AMENDED COMPLAINT FOR A CIVIL CASE (28 U.S.C. § 1332; Diversity of Citizenship)

- 1. The amount in controversy, exclusive of interest and costs, exceeds Seventy Five Thousand Dollars (\$75,000.00).
- Plaintiff Christine M. Thierry is an adult individual residing at 610 5th Ave #145
   New York, NY 10185 in New York County New York. Her email is
   CT1869@gmail.com and phone is 631-599-2760.
- 3. Defendant Richard Martin is an adult individual residing at 3110 Easthill Dr. Bethlehem, PA 18017 in Northampton County, PA. His email and phone are rfm193910@yahoo.com and 484-707-4978.
- 4. On or about June 24, 2019, Plaintiff and Defendant entered into a certain Residential Lease ("Lease or Contract"), whereby Defendant cosigned a Lease for a house owned by the Plaintiff and located at 1142 Railroad Street, Northampton County, Bethlehem Pennsylvania 18015, more fully described in the Lease ("Premises"). A true and correct copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by reference.
  - 5. Elyssa Beltran is the "Tenant" on the Lease.
  - 6. Richard Martin is the "CoSigner" on the Lease.
  - 7. Ms. Beltran was living with Richard Martin before she became tenant to plaintiff.
  - 8. Ms. Beltran provided to plaintiff's property manager Richard Martin's address as

her new address after moving out of the premises.

- 9. Richard Martin paid the rent for the premises.
- 10. Richard Martin paid the utilities for the premises.
- 11. Richard Martin scheduled landlord inspections with landlord for the premises.
- 12. Richard Martin scheduled real estate showings for the premises.
- 13. Richard Martin granted access to the premises.
- 14. Mr. Martin was at premises for landlord inspections.
- 15. Richard Martin was responsible for the care of the premises.
- 16. Richard Martin was financially responsible for the lease and all its terms.
- 17. Ms. Beltran was under Mr. Martin's financial care during the term of the lease.
- 18. Ms. Beltran was under Mr. Martin's emotional care during the term of the lease.
- 19. Ms. Beltran was could not or would not care for herself as an adult during the term of the lease.
- 20. The parties had an agreement that Mr. Martin was to be contacted for any issues including damages, rent, fees regarding the lease and/or premises.
  - 21. Ms. Beltran and Mr. Martin used the premises for illicit activities.
  - 22. Ms. Beltran and Mr. Martin used the premises for illegal activities.
  - 23. Mr. Martin was charged with criminal harassment of plaintiff.
  - 24. Mr. Martin intentionally allowed the premises to be severely damaged.
  - 25. Mr. Martin intentionally interfered with plaintiff's business.
  - 26. Mr. Martin committed assault and battery against plaintiff.

- 27. The lease required "Rent" to be paid the 24th of each month in the sum of \$1,190.
- 28. The lease allowed for a 2-day grace period for any fees that are due before late fees are charged of \$10 per day at line 48.
- 29. The lease states, "all other payments due...are considered Additional Rent. Failure to pay Additional Rent is a breach of lease..." Lines 49-50.
- 30. The lease states, "all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current rent due." Lines 51-52.
- 31. District Magistrate granted plaintiff the right to end lease early in addition to awarding plaintiff monetary damages of \$2,646.05 on December 26, 2020, due to multiple violations of lease including damages and failure to pay. A true and correct copy is attached as Exhibit "B".
- 32. The parties agreed to stop violating lease including removing hazardous debris and garbage amassed on the exterior of the premises, and signed an addendum on December 26, 2019, after the hearing referenced above in Line 34.
- 33. Plaintiff honored her responsibilities of the agreement in line 35 and did not have sheriff provide eviction services, a right which she was awarded at the Magistrate Court.
  - 34. The defendant immediately breached the agreement noted line 35.
  - 35. The defendant owes monies per lease and has refused to pay it.

- 36. The contract has been breached.
- 37. At expense to plaintiff, a collection company was hired to collect amount owed from plaintiff as it was accruing at \$10 per day late fee per the lease.
- 38. The defendant acknowledged receipt of the bills, but did not pay any bills from the collection company.
- 39. At expense to plaintiff, a property manager was then hired to resolve the lease violations and collect monies owed from plaintiff which was accruing at \$10 per day per the lease.
  - 40. The defendant did not pay bills from the property management company.
- 41. The collection company and property manager were unsuccessful in collecting monies owed to plaintiff.
  - 43. In accordance with the lease all payments [from defendant] were applied against outstanding Additional Rent that is due before they were applied against the current rent.
  - 44. The Defendant has been made aware rent, fees and costs are past due.
  - 45. Defendant was made aware of multiple lease violations.
  - 46. Defendant was made aware of accruing fees.
  - 47. Defendant refused to comply or correct violations.
  - 48. Defendant directly contributed to damages owed to plaintiff.
  - 49. Defendant has firsthand knowledge of the Premises.
- 50. The lease on lines 4-7 states defendant "is individually responsible for all obligations of the Lease, including Rent, late fees, damages, and other costs."

- 51. Defendant was made aware late fees are accruing in accordance with lease.
- 52. Defendant is aware property has been damaged.
- 53. Defendant is aware the payments he made were applied to late fees and property damage, not the rent, in accordance with lease.
  - 54. Defendant did not pay for the rent during the last several months of the lease.
  - 55. Defendant has failed to mitigate damages.
- 56. Defendant is liable to plaintiff for all costs and expenses not paid on lease in accordance with lease.
- 57. Defendant willfully and negligently continues to deny plaintiff compensation he agreed to in lease and;
- 58. As a direct result of the actions of the Defendant failing to honor the contract in denying Plaintiff legally required rent and fees, Plaintiffs have been damaged as follows:
  - a. Collection, property management and administrative fees in the amount of Five Thousand Dollars (\$5,000.00);
  - b. Loss of use of property in the amount of Nine Thousand Dollars (\$9,000.00);
  - c. Repairs and restore the Premises in the amount of Twenty-One Thousand Five Hundred Dollars (\$21,500.00);
  - d. Accruing late fees;
  - e. Legal fees of Two Thousand Dollars (\$2,402);
  - f. Other fees to be decided at trial including requested punitive damages of \$100,000;

### **COUNT I - BREACH OF CONTRACT**

- 59. Paragraphs 1 through 58 are incorporated herein by reference in their entirety.
- 60. Plaintiff fully complied with all the terms and conditions of the Lease.
- 61. As a direct result of the Defendants' and tenant's material breach of the Lease, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

# **COUNT II - FRAUDULENT MISREPRESENTATION**

- 62. Paragraphs 1 through 61 are incorporated herein by reference in their entirety.
- 63. On behalf of the Plaintiff, Defendant Richard Martin fraudulently misrepresented to the tenant that tenant need not comply with lease.
- 64. The fraudulent misrepresentation set forth in Paragraphs 63 above was material to the transaction in question, and was made with knowledge that it was false, or with recklessness as to whether it was true or false.
- 65. Further, the fraudulent misrepresentation set forth in Paragraphs 63-64 above was done so with the intent of misleading the tenants to continue to damage Plaintiff by relying on the misrepresentations.
- 66. Being that the tenant refused communication or to allow access to property unless defendant instructed her to do so, and the defendant instructed all communications were to be

routed through him, tenant relied on the fraudulent misrepresentation made to her by Defendant Richard Martin.

- 67. As a direct result of tenant's reliance on the fraudulent misrepresentation made by the Defendant, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.
- Defendants' conduct in making the fraudulent misrepresentation set forth in Paragraphs 63-66 above was willful, wanton and outrageous, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant, plus punitive damages, interest and costs.

### **COUNT III - NEGLIGENT MISREPRESENTATION**

- 69. Paragraphs 1 through 68 are incorporated herein by reference in their entirety.
- 70. In the alternative, Defendant Richard Martin negligently misrepresented to the tenant that they need not to pay their rent.
- 71. The defendant Martin negligently misrepresented to the tenant that they did not need to comply with lease.
- 72. The negligent misrepresentation set forth in Paragraphs 70-71 above made by Defendant was material to the transactions in question.

- 73. Defendant Richard Martin made the negligent misrepresentation to tenant set forth in Paragraphs 70-72 above without knowledge of its truth or falsity, or in the alternative, should have known that said misrepresentation was false.
- 74. Defendant made the negligent misrepresentation to tenant set forth in Paragraphs 70-72 above with the intent to induce the tenant to rely on said misrepresentation, and to continue to violate contract.
- 75. Being that the tenant would only take calls from the Defendant, not the Plaintiff, tenant relied upon the negligent misrepresentation made to them by Defendants to not comply with the contract.
- 76. As a direct result of tenant's reliance on the negligent misrepresentation made to her by Defendant, as more fully set forth in Paragraphs 69-72 above, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

# COUNT IV - INTENTIONAL INTERFERENCE WITH EXISTING AND PROSPECTIVE CONTRACTUAL/BUSINESS RELATIONS

- 77. Paragraphs 1 through 76 are incorporated herein by reference in their entirety.
- 78. In acting as a landlord, Plaintiff enters contractual relationships with tenants, and the Plaintiff seeks to find tenants who honor contractual relationships.

- 79. Further, given the state of the property which was 95% gut renovated and new at the time Defendants cosigned the lease and entered into contract with Plaintiff, numerous damages have occurred in violation of contract that will required loss of rents, loss of sales, carrying costs, significant construction, loss of showings, and loss of customers to repair.
- 80. The purpose of the Defendants' unlawful actions was to interfere with the existing contractual relationship of the Plaintiffs and her tenant, and to prevent the prospective contractual relationships of the Plaintiffs and her new tenants or buyers from occurring.
- 81. The Defendants' unlawful actions against the Plaintiffs were taken without privilege or justification.
- 82. As a direct result of the Defendants' unlawful actions in causing tenant Elyssa Beltran to keep possession of, and continue to damage Premises, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.
- 83. Defendants' unlawful conduct in was willful, wanton and outrageous, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully request this Court to enter judgment in her favor, and against Defendant.

### COUNT V - CIVIL CONSPIRACY

84. Paragraphs 1 through 83 are incorporated herein by reference in their entirety.

- 85. Plaintiff believes, and therefore aver, that the Defendant acted in concert when Defendant's actions to have tenant keep possession of, allow further damage to premises, and deny Plaintiffs from rights to her Premises were unlawful on multiple occasions.
- 86. Plaintiff believes, and therefore aver, that Defendant took those unlawful actions on multiple occasion with malice aforethought and intended to injure the Plaintiff by preventing her possession and full access to the Premises, and therefore, the operation of her business.
- 87. One occasion was on June 7, 2020, when Defendant acted in concert with others when defendant assaulted, committed battery, harassed plaintiff, and also denied plaintiff from rights to her premises. These actions were all unlawful.
- 88. As a direct result of the Defendants' unlawful actions, Plaintiffs sustained the itemized damages set forth in Paragraph 58 above, which is incorporated herein by reference in its entirety.
- 89. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiffs, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

### COUNT VI - ASSAULT

- 90. Paragraphs 1 through 89 are incorporated herein by reference in their entirety.
- 91. On June 7, 2020, Defendant assaulted plaintiff.
- 92. The defendant intentionally and maliciously caused harm to plaintiff.

- 93. The defendant chased plaintiff then shoved her when she reached a closed exit door, then informed her he was spitting COVID into plaintiff's face.
- 94. The defendants' egregious actions caused plaintiff severe emotional distress and lost wages and income.
- 95. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiffs to punitive damages.
- 96. Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiffs, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

## COUNT VII - BATTERY

- 97. Paragraphs 1 through 96 are incorporated herein by reference in their entirety.
- 98. On June 7, 2020 Defendant committed battery against plaintiff.
- 99. The defendant intentionally and maliciously caused harm to plaintiff.
- 100. The defendant chased plaintiff then shoved her when she reached a closed exit door, then informed her he was spitting COVID-19 into plaintiff's face.
- 101. After the police left the premises after charging defendant with harassment, the defendant continued to harass plaintiff at the premises putting her in fear for her life.

- The defendants' egregious actions caused plaintiff severe emotional distress and 102. lost wages and income.
- Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiffs to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

## COUNT VIII - HARASSMENT

- Paragraphs 1 through 103 are incorporated herein by reference in their entirety. 104. 105.
- On June 7, 2020 Defendant harassed plaintiff.
- The defendant intentionally and maliciously caused harm to plaintiff. 106.
- 107. The defendant chased plaintiff and shoved her, then informed her he was spitting COVID-19 into plaintiff's face.
- After the police left the premises after charging defendant with criminal 108. harassment, the defendant continued to harass plaintiff at the premises putting her in fear for her
- The defendants' egregious actions caused plaintiff severe emotional distress and 109. lost wages and income.
- Defendants' unlawful actions more fully set forth above were willful, wanton and outrageous, done with malice aforethought, and intended to injure the Plaintiff, entitling Plaintiff to punitive damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor, and against Defendant.

## VIII. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the

Respectfully submitted,

CHRISTINE M. THIERRY

DATE: 10/22/2021

By: Christing Jan. THIERRY

610 5th Ave #145 New York, NY 10185 631.599.2760

Exhibit "A"

Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 76 of 86

Case 5:21-cv-04421-JMG Document 12 Filed 12/08/21 Page 17 of 27

TENANT/GL EL		D	The state of the F	ennsylvania Association	of Realtorster PAD
This form recommended and approved for, but not restricted to use TENANT(S): Elyssa Beltran  PAI					
			LANDLORD(S)	Christine M Th	ijerry
TENANT'S MAILING ADDR			-		/
3110 Easthills Dr Bethle	ESS:		T AND		
- Betile	nem PA 18017		LANDLORD'S MAILING ADDRESS: 414 W 49th St Apt 1D		
			NY, NY 10019	pt 1D	
			3111 10019		
		W. W	1		
			ERTY		
in the municipality of	Bethlehem Bethle TENANT'S RELATIO	1142 Rai	lroad St		
in the School District of	Bethlehem		Unit	ZIP	
Tristifict of	Bethle	hem		County of	18015
				in the	Commonwealth
			ITH DA AYOU		committee and of Penr
Broker (Company)	TENANT'S RELATIO Fenant is not represente	d by a bro	ker)	ED BROKER	
		1			
ompany License # ompany Address			icensee(s) (Name)_		
Ompany Address			tota I i		
			irect Phonetes		
		c	ell Phone(s)		
ompany Fax roker is:					
		E	nail		
Tenant Agent (Broker represents T	Tenam only)	Li	censec(s) is:		
Dual Agent (See Dual and/or Design	gnated Agent box below)	님	Tenant Agent (all co	mpany licensees re	Oresent Tanana
	•	ah	Ove represent To	esignated Agency	epresent Tenant) (only licensee(s) named
☐ Transaction I	Manual (T)		Dual Agent (See Dua	1 mm 1/ mm	
	icensee (Broker and Licensee	c(s) provide	Dual Agent (See Dua real estate services b	t and/or Designate	d Agent box below)
No Business D. LAN	DLORD'S RELATION	In year	- Derivices ()	ut do not represent	Tenant)
No Business Relationship (Lan ker (Company)	NDLORD'S RELATION dlord is not represented	SHIP WI	TH PA LICENSE	D BROKER	
Ker (Company)	- presented		)		
Danie I		Lice	nsec(s) (Name)		
pany License #pany Address					
, and 14ddie22		State	License #		
pany Phone		Cell	Phone(s)		
pany Fax		Fax	none(s)		
er is:		Email			
ndlord Agent (Broker represents La	ndlord)		see(s) is:		
ual Agent (See Dual and/or Designated Agent box below)		☐ Lai	Landlord Agent (all pages 1)		
2	rear not below)	□Lar	idlord Agent with De	signatud A	resent Landlord) only licensec(s) named
		above	represent Landlord)	menated Agency (	only licensee(s) named
☐ Transaction Licen	see (Broker and Licensesse)	ILI Dui	d Agent (See Dual and estate services but d	d/or Designated A	gent how between
	see (Broker and Licensee(s)		- and Out O	o not represent La	ndlord)
ker ic a trust i .	POWE WAD ON D	ESIGNAT	ED LOWNER		
ker is a Dual Agent when a Brok- ee represents Tenant and Landlore and Agents for Tenant and Landlore ining this Agreement, Tenant a					
· · · · · · · · · · · · · · · · · · ·	I in the same transaction. And, If the same Licensee is do not Landlord each ackno	amaggi	o ili die same transa	ction. A Licaneau	1

THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME Pennsylvania Association of Realtors

COPVRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS \$ 2017

Landlord Initials

Howard Hanna The Frederick Group, 3500 Winchester Road Suite 201 Attentown PA 18104

Christine Thierry Produced with zipForm® by zipLogix 1807b Inteen Mile Road, Fraser, Michigan 48026

Www.zipLogix.com rev 9/17; ref 1/18

RI. Page 1 of 7

RL

Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 77 of 86
Case 5:21-cv-04421-JMG Document 12 Filed 12/08/21 Page 18 of 27 LEASE DATE AND RESPONSIBILITIES

1.	This Lease for the Pro-
	This Lease for the Property, dated June 24, 2010
	diff (CSDORSIDLE for all of the other states of the other states of the control of the other states of the
2.	CO-SIGNERS , is between the Landlord and Tenant. Each Tenant is individue.
	Co-signers: Richard Martin 3110 Easthills Dr Bethlehem PA 18017
	Dr Bethlehem PA 18017
	Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co- PROPERTY CONTACT INFORMATION
	signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.  Rental Payments (see Paragraph 741) 6.
3,	PROPERTY COURS of the Property as a tenant without the Lake, including Rent, late fees, damages and other course.
	PROPERTY CONTACT INFORMATION  Rental Payments (Action of the Property as a tenant without the Landlord's prior written permission.
	Rental Payments (see Paragraph 7(H) for additional information)  Payable to: Christine M Thierry
	Payable to: Christine M Thierry
	Address: 414 W 49th St Apt 1D NY, NY 10019 Phone: (610) 310-4856
	manitenance Requests
	Contact: SAME
	Address: 414 W 49th St Apt 1D NY, NY 10019 Phone: (610) 310-4856
,	chian, CC1069@dmail com
I	Emergency Maintenance Contact
`	Contact: SAME
I:	imail:
4. S	Value
(/	A) Starting Date: 6/24/2019  Note that the Ending Dates of LEASE (also called "Term")
()	R) Fadings
10	Ending Date: 6/23/2020 , at 3:00  a.m.  xp.m.  Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in the Ending Date unless the parties have entered into a Renewal Term as described in
( (	Property of the Property on the Engine Property of the Engine Proper
5. R	FNEWALT Trees.
49 IK	A TERM
· · · · · · · · · · · · · · · · · · ·	nless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of irres Tenant or Landlord to give at least days (30 if not specified) written notice before Ending Date or before the northern Carlos and the control of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice remewal Term, Any renewal will be according to the terms of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice remewal Term, Any renewal will be according to the terms of this Lease or at the end of any Renewal Term unless proper notice is given.
11	not specified) at the Ending Date of this Liver RENEW for a Renewal Term of
qu	ires Tenant or Landlord to give at least days (30 if not specified) written notice before Ending Date or before the end of any Renewal Term unless proper notice is given. Proper notice remewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.  CCURITY DEPOSIT
Ru	mewal Ferm. Any renewal will be necessary and days (30 if not specified) written notice before 1. Proper notice re-
	This Lease will TERMINATE on the Ending Date unless extended in written changes to it.  CCURITY DEPOSIT  Any renewal will be according to the terms of this Lease or any written changes to it.
6. SE	CURITY DEPOSIT  CURITY DEPOSIT  CURITY DEPOSIT  CHARGE Changes to it.
(4)	The Security Deposit will be held in escrow by Landlord, unless otherwise stated here  [Inancial in with the content of the co
	at (financial institution, DNC).
(B)	Financial institution Address; BETHLEHEM, PA When Tenant moves from the Property. Tenant will return all keys and give Landlord written notice of Tenant's new mailing address the remaining security deposit to Tenant as stated in subproperty. (C) this, Landlord will not have to provide the list of degrees with the remaining security deposit to Tenant as stated in subproperty.
(11)	when remait moves from the Property. Tenant will proper all 1
	where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord written notice of Tenant's new mailing address the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant moves from the Property. Let It (C), below and in the Pennsylvania Landlord and Tenant moves from the Property. Let It (C), below and in the Pennsylvania Landlord and Tenant moves from the Property. Let It (C), below and in the Pennsylvania Landlord and Tenant moves from the Property. Let It (C), below and in the Pennsylvania Landlord and Tenant moves from the Property. Let It (C)
173	the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.  Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any degree and which the Landlord elains Tenant is responsible.
(C)	
	WHICH the Landing and London Action of the Control
	Tenant moves from the Property Tenant is responsible. Any remaining Security Deposit will be instort any damage to the Property for
(Cl)	Landing may deduce which a FOR
	Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be respon-
7. REN	T superior expenses remaining after Landlord deducts costs from Tenant's Security Deposit. Tenant may be response
(B)	The amount of Total Reputition demand, on or before the 24th day of each mount of
(C)	The amount of Total Rent due during the Term is: \$ day of each month (Due Date).
	Ton
(12)	If Rent is more than 2 days (5 if not specified) by
(E)	All other payments due from Tenant to Landland little (Grace Period), Tenant pays a late Charge of \$10, 2005
, 47.	All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent.  Tenant agrees that all payments will be applied against outstanding Additional Rent.  When the current Rent due. When the residual rent is a breach of the Lease in the same way as failing to pay the regular Rent.
(F)	Tenant agrees that all and a breach of the Lease in the same was an 6.22
	the current Rent due. When there is no applied against outstanding Additional Rent that is a few the regular Rent.
	the current Rent due. When there is no outstanding Additional Rent that is due before they will be applied against due next.  Tenant will pay a fee of \$50.00
ž.	IOI any reason II non
ı	the Due Date. Any Late Charges will continue to apply until a valid payment is received.
	Tate Charges will continue to apply until a valid natural and the Late Charges will be calculated from
	a value payment is received.
	60
Tenant Initial	
count Initial	
	RI. Page 2 of 7
	Landlord Initials:
	Produced with zipFormin by zipLogix 18070 Filteen Mile Road France Management (18070 Filteen Mile Road France M

Produced with zipForm? by zipLogix 18:170 Filteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

5450 Camp

Case 5.21-cv-04421-JMG Docusign Envelope ID: 825182B5-4204-4D2F-94EA-BACBF22EF226 Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 78 of 86 Document 12 Filed 12/08/21 Page 19 of 27 Plent to be deposited in londlands PNC. Landlord will accept the following methods of payment: ( 🗵 Cash) ( Cashier's Check) ( Other: ( 図Money Order) ( 口 Personal Check) Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.). (I)for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative. The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease. PAYMENT SCHEDULE (Broker (A) Security Deposit: 2090 1/90 Due Date First month's Rent: 1090 06/23/2019 (C) Other: Last months ren 6/23/2019 (D) Other: (E) 7/3/2019 Other: Total Rent and security deposit received to date: Total amount due USE OF PROPERTY AND AUTHORIZED OCCUPANTS (A) Tenant will use the Property as a residence ONLY. people will live at the Property. List all other occupants who are not listed as Tenants in this Lease: Name Elyssa Beltran Name Anialyce Ditron Name Lucy Carlo Guide or support animals: Type □ 18 or older Name Arez Bouie ☑ 18 or older Additional information is attached ☐ 18 or older 10. POSSESSION (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease. (B) If Tenant cannot move in within \_\_\_\_\_\_ days (0 if not specified) after Starting Date because the previous tenant is still there or because of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until End the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability 11. LANDLORD'S RIGHT TO ENTER Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's rep-When possible, Landlord will give Tenant hours (24 if not specified) notice of the date, time, and reason for the visit.

In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there hours (24 if not specified) of the visit. Showing the property is not considered an emergency. Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property. 12. RULES AND REGULATIONS (A) Rules and Regulations for use of the Property and common areas are attached. ☐ Homeowners Association or Condominium rules and regulations for the Property are attached. (B) Any violation of the Rules and Regulations is a breach of this Lease. Landlord may create or modify the Rules and Regulations if the change henefits the Tenant, is intended to protect the condition or value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Fenant in writing. Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws. If any fine is imposed on Landford by the municipality or any other governing body because of the actions of Tenant, or Tenant's (E) family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent. 13. PETS Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets. Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and 14. CONDITION OF PROPERTY AT MOVE IN Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following:

Tenant Initials:

RL Page 3 of 7

Landlord Initials

Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 79 of 86 Case 5:21-cv-04421-JMG Document 12 Filed 12/08/21 Page 20 of 27 DocuSign Envelope ID: 825182B5-4204-4D2F-94EA-BACBF22EF226 15. APPLIANCES INCLUDED (図Range/Oven) (図Cooktop) (□ Refrigerator) (□ Dishwasher) (□ Washer) (□ Dryer) (□ Garbage Disposal) Landlord is responsible for repairs to appliances listed above unless otherwise stated here: 16. UTILITIES AND SERVICES Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. If a service is not marked as being the responsibility of Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service. ☐ Cooking Gas/Fuel Landlord Tenant X Electricity ★ Air Conditioning ▼ Cable Satellite Television Air Conditioning Maintenance ☐ Condominium/Homeowners Association Fee X Heat gas (type) ☐ Parking Fee X Hot Water ELECTRIC Maintenance of Common Areas (type) X Cold Water Trash Removal Rest/Rodent Control Recycling Removal Bed Bugs Remediation X Sewage Fees ▼ Snow/Ice Removal X ☐ Sewer Maintenance Telephone Service X ☐ Heater Maintenance ☐ Lawn and Shrubbery Care П 🛛 rake parking area divets if needed Comments: П 17. TENANT'S CARE OF PROPERTY (A) Tenant will: Keep the Property clean and safe, 1. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions. Clean up after pets and guide and support animals on the Property, including common areas. Tenant will not: Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended Destroy, damage or deface any part of the Property or common areas. Disturb the peace and quiet of other tenants or neighbors. Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord. Make changes to the Property, such as painting or remodeling, without the written permission of Landlord, Tenant agrees that Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any, Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or 18. DETECTORS AND FIRE PROTECTION SYSTEMS (A) Landlord has installed ( \( \subseteq \) Smoke Detectors) ( \( \subseteq \) Carbon Monoxide Detectors) ( \( \subseteq \) fire extinguishers) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Para-(C) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is (D)

(IS)	renant will pay for damage to the Property it To	the interest of the second sec
	e roperty it renant fails to	maintain or misuses detectors or other fire protection systems
		of other the protection systems

RL Page 4 of 7

5460 Camp

# Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 80 of 86 Case 5:21-cv-04421-JMG Document 12 Filed 12/08/21 Page 21 of 27

DocuSign Envelope ID: 825182B5-4204-4D2F-94EA-BACBF22EF226

### 19. DESTRUCTION OF PROPERTY

- (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any condition in the Property that could severely damage or destroy the Property.
- (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue
- (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
  - Fenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until
  - If the law does not allow Tenant to live on the Property, this Lease is ended.

### 20. INSURANCE AND RELEASE

- Fenant understands that Landford's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Fenant is advised to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured
  - 图 IF CHECKED. Tenant must have insurance policies providing at least \$ 5,000.00 liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may he injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these
- Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's 21. HOLDOVER TENANTS

If Tenant occupies the Property after the Ending Date or end of any Renewal Term. Tenant will be considered a holdover tenant and will he causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests. 22. TENANT ENDING LEASE EARLY

Tenant may not end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in 23. ABANDONMENT OF PERSONAL PROPERTY

- (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's remaining personal property may be considered abandoned if any of the following apply: Tenant has vacated the Property after termination of the Lease;
  - An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed An eviction order or order for possession has been entered in favor of Landlord: 4.
  - Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of a forwarding address; OR
- Tenant has vacated the Property without showing an intent to return. Rent is more than 15 days past due and Landlord has posted
- (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant, Tenant will 1. Retrieve Tenant's personal property, OR
  - Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored by Landlord. Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will
- (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below. 24. LANDLORD REMEDIES IF TENANT BREACHES LEASE

- (A) If Fenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
  - 1. Taking possession of the Property by going to court to evict Tenam.
  - Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. It Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
- Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court,
- (B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT

RL Page 5 of 7

Landlord Initials:

5460 Camp

Case 5:21-cy-04421-JMG Document 14 Filed 12/22/21 Page 81 of 86

Docusign Envelope ID: 62-5182B5-4204-402F-94EA-BACBF22EF226

Document 12 Filed 12/08/21 Page 22 of 27

HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOI FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE:

## 25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same
- with the new randord.

  Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's 26. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
  - Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
  - The name, address and phone number of the new landford and where Rent is to be paid, if known.
- Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord. (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord. 27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security No money paid to Landlord for the condemnation of the Property will belong to Tenant.
- 28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property remains in the Property, the personal property remains in the Property. sonal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property. the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statues relating
- If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, 29. TENANTS' RIGHTS

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a govestimate cannot mercase terms, accrease services, or oreaten to go to court to evict remain occause remain. (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses
- Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- Property was built before 1978. Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally 31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special con-32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under

5460 Camp

RL Page 6 of 7

# Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 82 of 86 Envelope ID: 825182B5-4204-4D2F-94FA-RACRE22EF22E

JSign Envelope ID: 825182B5-4204-4D2F-94EA-BACBF22EF226

34. SPECIAL CLAUSES	
(A) The following are part of this Lease if checked:	
Pet Addendum (PAR Form CLT)	
Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR	
PAR form LPDR	3)
(B) Additional Terms:	
Tenants must not remove screens.	
Tenants must use sin an altitude screens.	
Tenants must use air conditioning support bracket on any installed Tenants must not let debris accumulate (including litter from the	Windows
Tenants must not let debris accumulate (including litter from publi weekly or will be responsible for twice the clean up fee.	ic) and must leave
weekly or will be responsible for twice the clean up fee.  At move out tenants will be about the clean up fee.	c) and must have it all removed
The move out tenants will be charged to	and f
At move out tenants will be charged twice the clean up fee.  House is damage-free except side of kitchen counter.  No smoking indoors or \$1,500.5	out for any mess left behind.
TO STANKING HICKORY OF \$1 FOO F	
and the manner of the same of	
00- Randlo dia On di Georis-tree.	x CT
Landlord is a PA Sicensed Reatte	N XXX
NOTICE REPORT COMMENT	
NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is edge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. C. By signing below, Landlord and Tenant acknowledge the consumer Notice as forth is at the consumer Notice as adopted by the State Real Estate Commission at 49 Pa. C. By signing below, Landlord and Tenant acknowledge the consumer Notice as adopted by the State Real Estate Commission at 49 Pa. C. By signing below, Landlord and Tenant acknowledge the consumer Notice as a second consumer Notice as a second consumer Notice as adopted by the State Real Estate Commission at 49 Pa. C. By signing below, Landlord and Tenant acknowledge the consumer Notice as a second consumer No	Landlord and Tenant acknowl
By signing below, Landlord and Tenant acknowledge that they have read and understand the A property manager may be acting as some and acknowledge that they have read and understand the	35.336 and/or §35.337.
that they have read and understand the	notices and explanatory information
A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlor  TENANT	t mor mation set
TENANT (P) CON Political and may execute this Lease on the Landlor	'd's behalf
TENANT	. 7
	DATE (0/24/19
	DATE
CO-SIGNER Kichard Martin	DATE
CO-SIGNER_35F3542F50EB48D .	DATE 6/24/2019
	DATE
LANDLORD Christine Thierry  LANDLORD	DATE
FYFCUTED ON THE	
EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BR	DATE
BROKER/ASSOCIATE BR	ROKER
	DATE
LANDI ODD TO LOCATION	
LANDLORD TRANSFERS LEASE TO A NEW LANDLORD As part of payment received by Landle 2	
Landlord.	
As part of payment received by Landlord.  Other benefits.  (new landlord) his heirs and estate, this Leas  CURRENT LANDLORD	(current Landford) now transfers to
CUDDENCE: and Leas	se and the right to receive the Rents and
CURRENT LANDLORD	
CURRENT LANDLORD  CURRENT LANDLORD  NEW LANDLORD  NEW LANDLORD  D	DATE
NEW LANDLORD D	DATE
NEW LANDLORD D	PATE
NEW LANDLORD D	ATE
· · · · · · · · · · · · · · · · · · ·	
RI. Page 7 of 7	

Case 5:21-cv-04421-JMG Document 14 Filed 12/22/21 Page 83 of 86 Case 5:21-cv-04421-JMG Document 12 Filed 12/08/21 Page 24 of 27

# RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FOR RENTALS

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors (PAR)

LPDR

-	THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978 PROPERTY 1142 RAILROAD ST BETHI FILEM TO	1
1	PROPERTY 1142 RAILROAD ST BETHLEHEM PA 18015	
2   1	LANDLORD CHRISTINE THIERRY	
5 n 6 la 7 re 8 L	LEAD WARNING STATEMENT  Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose managed properly. Lead exposure is especially harmful to young children and pregnant women. Before rent and/ors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelli acceive a federally approved pamphlet on lead poisoning prevention.  ANDLORD'S DISCLOSURE - PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT Landlord has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in Explain:	ing pre-1978 houng. Tenants must
14 RI	ECORDS AND REPORTS AVAILABLE TO TENANT  Landlord has no records or reports pertaining to lead-based paint and/or lead-based paint hazards  Landlord has provided Tenant with all available records and reports regarding lead-based paint are hazards in the housing. (List documents):	
22 LA1	NDLORD NDLORD NDLORD NDLORD NDLORD NDLORD NDLORD	ATE 6/24
24 DAT		ATE
7 20	NANT'S ACKNOWLEDGMENT  Tenant has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead War  Tenant has reviewed Landlord's disclosure of known lead-based paint and/or lead-based paint hazard  the records and reports regarding lead-based paint and/or lead-based paint hazards identified above, if a	ming Statement. s and has received
accur TFN	rate.	
TENA TENA	ANT Chowledgem	ent are true and
TENA		1//
	D	10/24/
AGEN	NT ACKNOWLEDGE AND TO THE STATE OF THE STATE	יוניו
-	Agent/A icenses was CERTIFICATION	
	Agent/Licensee represents that Agent has informed Landlord of Landlord's obligations under the I Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure	Residential Law
The againforma	ation provided is true and accurate. Landlord Agent and T.	compliance.
LICEN	SEE	
	DAMES TO A STORY AND A STORY A	3
	SEE DATE	



Pennsylvania Association of Realtors\*

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2017

rev. 9-17, rel 1/18

Exhibit "B"

# Magisterial District Judge 03-2-11

DOCKET

Docket Number: MJ-03211-LT-0000446-20

Landlord/Tenant Docke

Christine M. Thierry Elyssa Beltran

Page 1 of

Judge Assigned:

Magisterial District Judge Nicholas E.

CASE INFORMATION File Date:

12/11/2019

Claim Amount:

Englesson

Closed

Judgment Amount:

\$1,190.00 \$2,646.05

Case Status: County:

Northampton

Case Calendar Event Type

Schedule

Start Time

Judge Name

Schedule

Recovery of Real Property

Start Date 12/26/2019

Room

Magisterial District Judge

Status

Hearing

10:00 am

Nicholas E. Englesson

Scheduled

Individual

\$2,646.05

Liability

Participant Type

Participant Name

CASE PARTICIPANTS Address

CALENDAR EVENTS

Defendant Beltran, Elyssa Plaintiff Thierry, Christine M.

Bethlehem, PA 18015 New York, NY 10019

Docket Number

MJ-03211-LT-0000446-2019

Plaintiff

Christine M. Thierry

DISPOSITION SUMMARY <u>Defendant</u> Elyssa Beltran

Disposition Judgment for Plaintiff

Disposition Date 12/26/2019

Disposition Date: 12/26/2019

CIVIL DISPOSITION / JUDGMENT DETAILS Monthly Rent: \$1,190,00

Defendant(s) Elyssa Beltran

Plaintiff(s) Christine M. Thierry

Disposition Judgment for Plaintiff Joint/Several Liability \$0.00

Net Judgment \$2,646.05

Judgment Components:

Type Rent in Arrears Costs

**Amount** \$2,499.00 \$147.05

Deposit Amount \$0.00 \$0.00

Adjusted Amount \$2,499.00

\$147.05

' is Joint/Several

Civil Disposition Details:

Grant possession.

Grant possession if money judgment is not satisfied by the time of eviction.

Yes

No

MDJS 1200

Printed: 06/29/2021 12:37 pm

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record reposing in

# Case 5:21-C4-94421-JMG Document 14 Filed 12/22/21 Page 86 of 86 Case 5:21-C4-94421-JMG Document 12 Filed 12/08/21 Page 27 of 27

# Magisterial District Judge 03-2-11

DOCKET

Docket Number: MJ-03211-LT-0000446-2I

## Landlord/Tenant Dock

Christine M. Thierry Elyssa Beltran

	you benian	
Filed Date 12/27/2019 Entry of Satisfaction Entered by Plaintiff 12/26/2019 Judgment for Plaintiff 12/26/2019 Judgment Entered 12/12/2019 Landlord/Tenant Complaint Successfully Served 12/11/2019 Landlord/Tenant Complaint Issued via Hand Delivery	Magisterial District Court 03-2-11  Magisterial District Court 03-2-11  Magisterial District Court 03-2-11  Elyssa Beltran, Def  Elyssa Beltran, Def  Elyssa Beltran, Def  Magisterial District Court 03-2-11	endant endant endant
12/11/2019 Landlord/Tenant Complaint Filed	Christine M. Thierry	ndant
		and to 15 maps . No Observation

MDJS 1200

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth of Pennsylvania North Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth of Pennsylvania North Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth of Pennsylvania North Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth of Pennsylvania North Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth of Pennsylvania North Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth of Pennsylvania North Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or commonwealth or court of the Courts assumes any liability for inaccurate or delayed data, errors or courts as the court of the Printed: 06/29/2021 12:37 pm omissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record reposing in